



**INVITATION FOR BID
(IFB) #11-1974-DS**

**Neal Preserve Habitat Restoration and Mitigation Construction
Manatee County Project No. TBD**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference** will be held **May 17, 2011 @ 11:00 AM** at the **Manatee County Administration Building, 1112 Manatee Avenue West, (8th Floor, Suite 803) Bradenton Florida 34205**. Attendance is not mandatory, but is highly encouraged.

NOTE: **Article B. 05, page 00020-2; Inspection of Site** – All potential contractors, it is mandatory that a site visit be performed at the location to familiarize yourselves with the full scope of the construction site. All potential contractors are to acknowledge in Section 00300, Bid Form page number 00300-1.

Site Inspection: An inspection of the project site will take place at (9:00 AM) on May 17, 2011 at the Neal Preserve located on the South side of S.R. 64 just East of the Anna Maria Island Bridge.
(Reference B.05, Inspection of Site)

A site inspection is a requirement to submit a Bid.

DEADLINE FOR CLARIFICATION REQUESTS: **May 31, 2011 at 2:00 PM**
(Reference Bid Article A.06)

TIME AND DATE DUE: **June 10, 2011 at 3:00 PM**
Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205

Important Note: Lobbying is prohibited (reference Bid Article A.08)

This project is being funded by the SWFWMD Agreement No. 07CS0000047-A.

FOR INFORMATION CONTACT:
Donna M. Stevens (941) 749-3045
donna.stevens@mymanatee.org

AUTHORIZED FOR RELEASE 

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ACOE Permit.....12 pages

Scheda SWFWMD Neal Restoration Permit.....12 pages

Wilson Miller-Stantec SWFWMD Mitigation Permit.....16 pages

SECTION 00010

INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be **publicly opened** at **Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

A.02 SEALED & MARKED

One original and two copies of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid #11-1974-DS, Neal Preserve Habitat Restoration/Mitigation Project** with your company name.

Address package to: Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING OF DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products can be obtained, free of charge, at the **Manatee County Purchasing Department located in the County Administration Building address: 1112 Manatee Avenue West Suite 803, Bradenton, FL 34205: 941-749-3014, between the hours of 8:00 AM to 4:00 PM, Monday through Friday, exception of holidays.** Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

Bids on <http://www.mymanatee.org> , Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID .

A.05 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

May 31, 2011 at 2:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation For Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

A.07 CLARIFICATION & ADDENDA (Continued)

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Division, in writing.

A.09 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

A.13 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which** conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.16 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case

A.16 COLLUSION (Continued)

of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The Owner anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. - **Bidders must fully complete all pages of the Bid Form for Bid A. This is a time sensitive project whereby the date of completion must be December 31, 2011. Bid Form must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bid shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.20 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

A.22 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the price used in determining award.

A.23 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.24 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.25 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this bid document at least twenty-four (24) hours in advance of either activity.

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.27 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.28 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.29 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.mymanatee.org.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION 00020
BASIS OF AWARD

B.01 BASIS OF AWARD

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for **Bid "A"**, for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

Only one award shall be made.

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

B.02 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility of the County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any vendor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

B.03 QUALIFICATIONS OF BIDDERS

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. The minimum license requirement for this project is a **Certified General Contractor's license. A copy of the Bidders Certified General Contractor's license shall be submitted with this Bid.**

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid, a completed Contractor's Questionnaire included as Section 00430.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

B.04 PREPARATION OF CONTRACT

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

B.05 INSECTION OF SITE-MANDATORY

Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications.

END OF SECTION B

SECTION 00030
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. One bid shall be considered based on **Bid "A" Completion Date of December 31, 2011.**

Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$2,000.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, 20 business days if County is its own Engineer of Record (EOR) or 25 business days if outside agent approval is required after the pay estimate has been approved by the County.

C.05 PAYMENT (Continued)

Time allowed for development of punch list:

1. Awarded Contracts with an estimate cost of less than \$10 million will be within 30 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within 30 calendar days OR if extended by contract: up to 60 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final contract completion date must be at least 30 days after delivery of the list of items. If the list is not provided to the awarded contractor by the agreed upon date, the contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.

C.05 PAYMENT (Continued)

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

C.06 RETAINAGE

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

C.07 WARRANTY AND GUARANTEE PROVISIONS

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

C.8 ROYALTIES AND PATENTS

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

C.9 AUTHORIZED PRODUCT REPRESENTATION

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

C.10 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal or state of Florida rules, regulations or other requirements, as each may apply.

C.11 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop

of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.12 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

C.14 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to purchasing within 10 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|------------------|-------------------------|
| <u>\$100,000</u> | (Each Accident) |
| <u>\$500,000</u> | (Disease-Policy Limit) |
| <u>\$100,000</u> | (Disease-Each Employee) |

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

| | |
|---|--------------------|
| Products/Completed Operations Aggregate | <u>\$1,000,000</u> |
| Personal and Advertising Injury | <u>\$1,000,000</u> |
| Each Occurrence | <u>\$1,000,000</u> |
| Fire Damage (Any One Fire) | <u>\$Nil</u> |
| Medical Expense (Any One Person) | <u>\$Nil</u> |

c. Business Auto Policy

| | |
|--|--------------------|
| Each Occurrence Bodily Injury and Property Damage Liability Combined | <u>\$300,000</u> |
| Annual Aggregate (if applicable): | <u>\$1,000,000</u> |

C.14 INSURANCE (Continued)

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Property Insurance

If this contract includes construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

If this contract does not include construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED:

County of Manatee shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

C.14 INSURANCE (Continued)

h. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:
Manatee County Board of Commissioners
P.O. Box 1000
Bradenton, FL 34206-1000
2. Certificate shall be mailed to:
Manatee County Purchasing
1112 Manatee Avenue West 8th Fl
Bradenton, FL 34205
Attn: Donna M. Stevens

Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, material men or employees in relation to this contract.

C.15 BID BOND/CERTIFIED CHECK

By offering a submission to this Invitation For Bid, the bidder agrees should the bidder's bid be accepted, **to execute the form of contract and present the same to Manatee County for approval within 10 days after being notified of the awarding of the contract.** The bidder further agrees that failure to execute and deliver said form of contract **within 10 days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

C.16 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award.

The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. **Bonds to remain in effect for one year after final payment becomes due.**

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

C.19 CONSTRUCTION OF CONTRACT

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

C.20 **BE GREEN**

All Vendors/Bidders/Quoters/Proposers (*as applicable*) are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION C

SECTION 00100
BID SUMMARY

D.01 THE WORK

The work included in this contract consists of the construction of a habitat restoration project on the Neal Preserve as shown on Contract Documents prepared by Scheda Ecological Associates, dated August, 2010 and the construction of the mitigation project located on the Perico Site as per the Construction Documents prepared by Wilson Miller/Stantec dated November 10, 2010.

All bidders will submit a minimum of three (3) references where similar work (e.g. habitat/ wetlands restoration and/ or environmental mitigation) has been performed by the bidding team (prime contractor and principal subcontractors included). Contact information is to include the name of the personnel on the bidding team and the related project in which they participated, further identified by their actual role and the responsibility held for that job. The name of the project, the company name/ address/ phone and fax numbers as well as e-mail address will be provided by which to confirm this information.

The Work includes provision and maintenance of survey control; temporary environmental protection barriers; staking out clearing limits; clearing; staking out grading; excavation of material and disposal in designated areas; the planting of native plant species, the removal, disposal, control and maintenance of exotic plant species, and the removal of temporary barriers and barricades and general cleanup.

It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to starting construction. The contractor shall be responsible for obtaining any permits not furnished by the owner.

The information provided in these plans is solely to assist the contractor in assessing the nature and extent of the conditions which may be encountered during the course of the work. All contractors are directed prior to bidding to conduct whatever investigations they may deem necessary to arrive at their own conclusions regarding the actual conditions that may be encountered and upon which their bids will be based.

The main areas of the specifications are set forth below and will be numbered as follows:

- D.1.1 Mobilization
- D.1.2 Clearing and Grubbing
- D.1.3 Erosion and Turbidity Control
- D.1.4 Earthwork
- D.1.5 Wetland Planting & Maintenance

D.1.1 MOBILIZATION

D.01 THE WORK (continued)

D.1.1.1 DESCRIPTION OF WORK.

The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project, including but not limited to preparation of storm water pollution prevention plan, submittal of Notice of Intent and Notice of Termination pursuant to State NPDES permitting requirements, and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, project access, demobilization, and project signage. The Contractor shall also supply safety equipment and first aid supplies, sanitary and other facilities as required by these specifications, plans and permits, and Federal, state and local laws and regulations. The Contractor shall restore the access route to its original condition and in a manner approved by the Engineer.

The cost of bonds and required insurance, any other pre-construction expenses necessary for the start of work, excluding the cost of construction materials, shall also be included. The cost of any items not specifically indicated on the Bid form(s) shall be included as part of the lump sum(s) quantity for Mobilization. **The Contractor shall include a \$1,000 allowance for project signage. Sign design shall be mutually agreeable between the Contractor, Project Engineer and Manatee County (project coordinators). Aforementioned allowance shall include maintenance of signage throughout the term of the project construction.**

D.1.1.2 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item:

ITEM D.1.1 Mobilization, in accordance with the following schedule:

| Percent of Original Contract Amount Earned | Allowable Percent of the Lump Sum Price for Mobilization |
|--|--|
| 5 | 25 |
| 10 | 50 |
| 25 | 75 |
| 100 | 100 |

D.1.2 CLEARING AND GRUBBING

D.1.2.1 DESCRIPTION OF WORK

The work included under this section consists of furnishing all necessary labor, equipment, material and transportation necessary to install and maintain tree protection, complete the removal and disposal of all trees, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground in excavation areas, as indicated on the plans or authorized by the Engineer. The work includes the removal and disposal of all

D.1.2.1 DESCRIPTION OF WORK (continued)

structures, appurtenances and other facilities necessary to prepare the area for the proposed construction, unless it is indicated specifically on the Plans that such work is to be performed by others. This work item also includes Construction Survey Layout required to complete the project to proposed lines and grades. Construction layout shall be performed by a professional land surveyor licensed to do business in the State of Florida.

D.1.2.2 SITE CONDITIONS

Selective site clearing will be performed in designated upland preservation areas. The wetland preservation areas and all structures, utilities, trees and other obstructions indicated on the Plans or identified by the Engineer to remain shall be carefully protected against displacement, discharges, or damage, from construction equipment by the Contractor in a manner approved by the Engineer, and meeting the criteria for such protection as required by the applicable governmental agency. Tree protection and pruning shall be performed in accordance with plan specifications.

D.1.2.3 CLEARING AND GRUBBING

Unless otherwise shown on the plans, provided in these specifications, or identified by the Engineer, all of the areas designated for site grading shall be cleared and grubbed. Where excavation is required, all stumps, roots, etc., shall be removed to a depth of not less than 2 feet below the surface or final grade. Within all other areas where clearing and grubbing is required, all stumps, roots, and other debris projecting through or appearing on the surface of the ground shall be removed to a depth of 2 feet below the design grade.

Except as otherwise provided for in these specifications, the work to be performed under this Section shall include the clearing and grubbing necessary for the project. Included under this Section shall be the removal and disposal of all product and debris except that which is to be salvaged or which is required to complete the construction of the project. Whenever it is necessary to cut for removal the large roots of trees to be preserved, the roots to be cut shall be cleaned prior to cutting and cut with a saw.

The Contractor shall make their own inspection to determine the character, density and extent of trees, vegetation and other items subject to removal and disposal under these provisions. Nothing in these provisions shall be construed to authorize the removal or disturbance of any tree or other form of vegetation, or any marine, land or air creature's natural habitat, which may be subject to the jurisdiction of regulatory agencies.

D.1.2.4 REMOVAL OF IMPROVEMENTS

Remove existing above ground and below grade improvements necessary to permit construction, and other work as indicated.

D.1.2.5 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item:

ITEM D.1.2: Clearing and Grubbing

D.1.3 EROSION AND TURBIDITY CONTROL

D.1.3.1 DESCRIPTION OF WORK

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials, and in performing all operations in connection with the installation of coir and/or straw erosion control logs in the archaeological significant areas, standard fabric with straw bales for non-archaeological significant areas, or floating turbidity barrier for the protection of open water, wetland systems or areas intended to remain undisturbed by adjoining work as shown on the construction drawings, or as needed to be in compliance with the permits issued for this project. This work also includes establishing erosion control of slopes, shoulders, and other areas as determined by the Engineer. **The Contractor shall prepare and submit an erosion and turbidity control plan, and to the Engineer for environmental regulatory agency review and approval prior to commencement of work.**

This work shall be performed in strict accordance with the requirements of all applicable sections of these specifications and in conformity with lines, grades, notes and typical sections as shown on the drawings and environmental permits, as authorized by the Engineer, or as required by governmental agencies having jurisdiction over areas to be protected.

The Contractor shall re-establish, at no additional expense to the County, all erosion and turbidity control, or sections thereof, which may become damaged, destroyed or otherwise rendered unsuitable for their intended function during the construction of the project. The Contractor shall, at their expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be at the Contractor's own expense. The work specified under this Section shall include the installation, re-establishment and maintenance of all required erosion and turbidity control devices, all other work required to minimize turbidity in downstream waters, and the removal of all such temporary erosion control facilities upon completion of the project.

D.1.3.2 PRODUCTS – COIR ROLLS AND/OR EROSION CONTROL LOGS

The coir rolls and/or straw erosion control logs are to meet the FDOT Standard Specification for Road and Bridge Construction.

D.1.3.3 PRODUCTS - FLOATING TURBIDITY BARRIER

Floating turbidity barriers are to be provided in pre-manufactured segments shown on the plans. Each segment is to have integral flotation, ballast and tension reinforcing. The silt curtain may be manufactured of nylon reinforced vinyl or other fabric having suitable resistance to sunlight and oils and having a minimum tensile strength of 300 pounds per inch of fabric. Installation and maintenance shall conform to Index 103 (sheet 1 of 1) of the latest FDOT Roadway and Traffic Design Standards.

D.1.3.4 PRODUCTS – ARTIFICIAL COVERINGS

Artificial Coverings consist of furnishing and applying fiber mats, netting, plastic sheeting or other approved covering to earth surfaces, for the purpose of erosion control.

D.1.3.5 PRODUCTS – STAKED FABRIC SILT BARRIER

The sediment control fabric is to be woven polypropylene. The fabric is to be provided in widths adequate to provide a barrier of 30" in height and allow for 6" of fabric to be buried for toe restraint.

D.1.3.6 EXECUTION – COIR AND/OR STRAW EROSION CONTROL LOGS

The coir and/or straw erosion control logs are to be installed, per the manufacturer's recommendation. Per the County, the logs are to be staked at no greater than 10 feet intervals.

The ends of each log are to be connected to the adjoining logs with a connector provided by the manufacturer to prevent sediment from escaping. This product will be used in archaeologically significant areas of the Neal Preserve (not necessary for the Perico Mitigation Site).

D.1.3.7 EXECUTION – STAKED FABRIC SILT BARRIER

The sediment control fabric is to be attached, per the manufacturer's recommendation, to the uphill or sediment producing side of the stakes. The stakes are to be spaced at no greater than 10 feet intervals. A 6" trench is to be dug along the fence line and backfilled with the bottom 6" of fabric in place.

D.1.3.8 EXECUTION - FLOATING TURBIDITY BARRIER

Floating turbidity barriers are to be securely fastened to solid ground at any points of contact with the shoreline and are to be anchored or restrained at intermediate locations sufficient to prevent the distortion of the curtailed area due to the action of wind, waves, currents, tides, or the effects of the work in progress.

D.1.3.9 EXECUTION – REMOVAL

Upon acceptance of the completed work, the contractor shall be responsible for the complete removal of all silt and turbidity barriers unless otherwise authorized by the Engineer. Following removal, all materials shall become the property of the contractor.

D.1.3.8 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Items at the indicated schedule:

| | |
|---------------|-----------------------------|
| ITEM D.1.3.2: | Coir Logs |
| ITEM D.1.3.3: | Floating Turbidity Barriers |
| ITEM D.1.3.4 | Artificial Coverings |
| ITEM D.1.3.4 | Staked Fabric Silt Barrier |

D.1.4 EARTHWORK

D.1.4.1 DESCRIPTION OF WORK

The work included under this section consists of the furnishing of all labor, equipment, materials, and transportation necessary for all excavation, the furnishing, placement, and compaction of all embankment and fill material, all grading, the construction of all ditches and swales, the shaping or reshaping of slopes, all final dressing, and all other earthwork operations required to complete the project as shown in the construction drawings and specified herein.

The work shall also include the removal of all existing materials, debris, obstructions, structures and utilities (utilities are not anticipated) encountered during excavation, except where designated in the plans or specifications to remain, between the original ground and the surface of the completed earthwork, within the limits shown in the plans, and in accordance with the details and template lines shown in the plans. Ownership of all suitable excavated material shall remain with the Owner until all earthwork requirements for the project have been fulfilled. The work specified under this Section shall include all grading, the preparation of side slopes, compacting of the soils to a safe, firm, and unyielding condition, final dressing and all incidental work required for the construction of the restoration areas, including the grading and final dressing of wetland restoration planting areas to the satisfaction of the Engineer. All excess soil material dug from new pond/wetland areas and/or other grading work done as part of the restoration work shall be hauled off site to an approved location unless otherwise approved by owner for on-site use for constructing said ponds/wetlands. Contractor shall be responsible for hauling excess material from the project site to an approved off site location. For cost purposes, the contractor can assume said material will be taken to the County landfill. Fill material excavated from potentially archaeological significant areas (identified by the Project Archaeologist) must remain on-site and the Archaeologist will direct the contractor to the specific location for depositing the fill material.

D.1.4.2 EXECUTION - EXCAVATION - LIMITS OF WORK

Excavation shall conform to the limits indicated on the plans or specified herein. This work shall include shaping and sloping and other work necessary in bringing the excavation to the required grade, alignment and cross section as indicated on the construction drawings and to the approval of the Engineer.

D.1.4.3 EXECUTION – EXCAVATION- ARCHEOLOGICAL MONITORING

Archeological assets have been identified within the Neal Preserve. The restoration design has avoided the known archeological findings, however monitoring of all excavation activities, by an archeologist retained by the County, will be required. The notification of the excavation schedule to the County and Engineer will be required prior to 48 hours before said excavation is initiated. If significant archeological assets are encountered, the excavation will be suspended or modified to accommodate the recovery or avoidance of the assets.

D.1.4.4 EXECUTION - EXCAVATION - SUITABLE MATERIAL

All suitable materials removed from the excavation shall be used as far as practicable in the formation of the required fills and embankments. Unsuitable materials (fill with high clay content, organic matter, or rock material) shall be utilized for the construction of berms prior to utilizing the suitable materials as a cover for planting purposes. No excavated material shall be wasted without permission, and where necessary to waste such material it shall be disposed of only as authorized by the Engineer or their authorized representative.

D.1.4.5 EXECUTION - EXCAVATION – FILLS

Suitable materials for fills shall be free from vegetation and organic material.

D.1.4.6 EXECUTION - EXCAVATION - LIFT DEPTH

Fill material shall be formed of suitable material placed in layers of not less than twelve (12) inches in depth as the final layer for all planted areas. Layer thickness shall be decreased if equipment and methods used are proven to be incapable of compacting layers to the specified safe, firm, and unyielding condition, as authorized by the Engineer.

D.1.4.7 EXECUTION – GRADING

The work to be performed shall consist of the furnishing of equipment and labor for the placement and compaction of all embankment and fill material, excavation where required, the grading of all slopes and planting areas, the construction or re-channelization of all ditches and swales, the shaping or reshaping of slopes, all final dressing, and all other earthwork operations required for the completion of the project.

The work shall also include the construction and maintenance of temporary swales, berms, and settling basins for control of erosion and turbidity related to clearing and grubbing, excavation, and grading of the site.

D.1.4.8 TOLERANCES

Finish grade all cut and fill areas to the design contours with the following local tolerances: Design elevation: ± 0.2 ft. for areas between 0.5 to 3.0 NGVD and ± 0.33 ft. for all other areas. The average of all deviations for the design contours shall not exceed 50% of either the + or – tolerances.

D.1.4.9 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item:

ITEM D.1.4: Earthwork and Grading

D.1.5 WETLAND PLANTING AND MAINTENANCE

D.1.5.1 DESCRIPTION OF WORK

The work included under this section consists of the planting and maintenance of the herbaceous wetland plants and coastal hammock trees, of the type, size and quantity indicated in the plans, in accordance with specifications, and requirements, or as authorized by the Project Biologist. Planting areas are to be constructed by the Contractor. The Contractor will be responsible for the post-planting maintenance of plant material and be responsible for plant watering until final acceptance. The Contractor shall stake planting zones based on the elevations shown in the plans. These zones and staked locations will be reviewed and approved by the Engineer prior to plant installation. Under no circumstances will plant materials be installed without the prior approval of the Project Biologist. All plant material specified will be provided and planted by the Contractor under this contract.

D.1.5.2 PRODUCTS - HERBACEOUS PLANTING

All native plant species requested here shall have their seed or stock plants originating from the west central coast of Florida, within a hundred (100) mile radius of the project site. All plants are to be nursery grown, Florida Grade No. 1 or equivalent, and subject to the permit conditions and grown from seed stock. A certificate of origination may be requested for all plant material.

D.1.5.3 EXECUTION - PLANT INSTALLATION

D.1.5.3.1

Plant installation shall not begin until planting areas are accepted by the Engineer. Specifications and methods for planting shall be as indicated on the plans.

D.1.5.3.2

All plants shall be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made for keeping them shaded and watered in a manner acceptable to the Engineer. Material shall be installed at the soil depths at which it was originally grown. Substrata shall be watered and/or packed so as to eliminate air pockets.

D.1.5.3.3

Furnish and apply all other material including water and such accessory items as may be required to facilitate the planting and establishment of all plants specified to be installed.

D.1.5.3.4

The Contractor shall be responsible for ensuring 90% survival of all wetland plants installed from the day of planting through a ninety (90) day plant establishment period that shall commence upon the date of the Engineer's final acceptance of the project. The Contractor shall also, within the staid period, replace any and all wetland plants that have deteriorated below the level of Florida Grade No. 1.

D.1.5.3.5

The Contractor shall provide for the irrigation of the planting areas as may be required depending upon weather conditions antecedent to, during, and after plant installation, through the ninety (90) day establishment period. Watering is not expected to be necessary for intertidal marsh platforms.

D.1.5.3.4

Contractor shall clean up and remove from the premises all surplus and discarded materials and rubbish.

D.1.5.4 MAINTENANCE PERIOD

The plant establishment period is defined as the ninety-day (90-day) period following the date of final acceptance of the planting of the project area.

D.1.5.5 WETLAND MAINTENANCE WORK TO BE PERFORMED

The work to be performed under this Section consists of the following:

D.1.5.5.1

The Contractor shall furnish all material as may be required to accomplish the Plant Maintenance during the establishment period.

D.1.5.5.2

The Contractor shall conduct additional watering of plants (≥ 3 gal/plant/water episode) as needed to ensure survivability for the life of the plant establishment period. Watering episodes shall occur only as necessary to insure plant survival. Upon request, the Contractor shall water plants within forty-eight (48) hours of a request by the Engineer. The Contractor shall notify the Engineer and recommend watering as needed if the Contractor has made a site inspection and observes that the installed plants are in need of water. The Contractor shall remedy any damage to any installed plants or extant native species already on site caused by the Contractor's water force, vehicles, and/or personnel; as appropriate, the Contractor shall replace damaged or killed plants with equivalent plants of the same species at no additional cost to Manatee County, installing the replacement plants following protocol outlined above.

D.1.5.5.3

During all planting and maintenance events, any stored materials on County property and/or equipment belonging to the Contractor, as approved by the Engineer, shall be the sole responsibility of the Contractor, and shall be kept in an orderly condition and in compliance with all applicable regulations. The Engineer shall not be responsible or liable for any theft or damage incurred to the Contractor's materials and/or equipment except for that directly caused by the County. Plant containers and other waste associated with planting/maintenance activities shall be promptly removed from the project site and disposed of properly.

D.1.5.6 PAYMENT

All work specified under this section shall be paid for under the Lump Sum Pay Item:

| | |
|--------------|-----------------------------------|
| ITEM D.1.5.1 | Planting & Maintenance (2" Cell) |
| ITEM D.1.5.1 | Planting & Maintenance (4" Cell) |
| ITEM D.1.5.1 | Planting & Maintenance (1 Gallon) |
| ITEM D.1.5.1 | Planting & Maintenance (3 Gallon) |

The Work consists of all items as indicated on the Drawings and as specified in the Project Manual and those items of construction not indicated but normal and necessary and usual in the construction industry for construction of a building project.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, and as shown on the Contract Drawings.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Contractor is responsible for any work and incidentals involved in obtaining any and all required permits. The Contractor shall furnish and install all materials, equipment and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

D.03 BIDS

Bids are to be submitted in triplicate, one original and two copies, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document.

D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (continued)

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

County will provide each Bidder access to the site to conduct such explorations and tests. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.06 REGULATIONS AND MATERIAL DISPOSAL

It shall be the responsibility of the contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

D.07 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of warranties
- 1 set Manufacturer's product literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

D.08 DISCRETIONARY WORK

This Bid Item entails minor increases (that may be directed by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

D.09 PROGRESS REQUIREMENTS

The awarded contractor will at the scheduled Pre-Construction meeting and provide to the County representative (s) the construction schedule for review and acceptance.

END OF SECTION D

SECTION 00150

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

E.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to registration: **www.mymanatee.org**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

E.02 Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the award of contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

E.02 Section 2-26-6. Local preference, tie bids, local business defined. (Continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County administrator, or where such suspension is, in the opinion of the County attorney, required by law.

(g) To qualify for local preference under this section, a local business must certify to the County that it:

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

END OF SECTION 00150 (E)

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____

and the duly authorized representative of: [name of business] _____
_____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial]_____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial]_____

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial]_____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial]_____

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial]_____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2011, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205.

**BID FORM
SECTION 00300
(SUBMIT IN TRIPLICATE)**

**FOR: NEAL PRESERVE HABITAT RESTORATION AND MITIGATION CONSTRUCTION
Manatee County Project No. TBD**

| |
|--|
| TOTAL BID PRICE "A": \$ _____ |
| <u>Based on a Completion Time by December 31, 2011</u> |
| <u>One schedule for the Completion of Work. Only one award shall be made.</u> |

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: _____

Address: _____ Phone: _____

Date: _____ FL Contractor License# _____

Bidder is a WBE/MBE Vendor? _____ Certification _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s) _____

CO. MAILING ADDRESS: _____

STATE OF INCORPORATION _____ (if applicable)

TELEPHONE: (_____) _____ FAX: (_____) _____

Email address: _____

I, _____ on _____ visited the project site to
(name) (date)
familiarize myself with the full scope of work required for the bid.

| | | | |
|--------------------------------|--------------|--------------------------------|--------------|
| Acknowledge Addendum No. _____ | Dated: _____ | Acknowledge Addendum No. _____ | Dated: _____ |
| Acknowledge Addendum No. _____ | Dated: _____ | Acknowledge Addendum No. _____ | Dated: _____ |
| Acknowledge Addendum No. _____ | Dated: _____ | Acknowledge Addendum No. _____ | Dated: _____ |

BID FORM
(Submit in Triplicate)

BID "A"

IFB# 11-1974-DS -----Neal Restoration & Mitigation Project

BID "A" BASED ON COMPLETION DATE OF DECEMBER 31, 2011

| ITEM NO. | DESCRIPTION | UNITS | QTY. | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|--------------|---|---|------|-----------------|---------------------|
| | RESTORATION PLAN | Scheda Drawings and Section D Specification | | | |
| D1.1 | Mobilization | LS | 1 | | \$ |
| D1.2 | Clearing and Grubbing | | | | |
| D.1.2.2 | Restoration Area | AC | 3 | \$ | \$ |
| D.1.2.2 | Archaeologically Sensitive Upland Area Clean-up | AC | 2 | \$ | \$ |
| D.1.3 | Erosion and Turbidity Control | | | | |
| D.1.3.5 | Standard Silt Fence | LF | 1800 | \$ | \$ |
| D.1.3.3 | Floating Turbidity Barrier | LF | 150 | \$ | \$ |
| D.1.3.2 | Coir Logs (Archaeological Areas) | LS | 1 | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| | <i>Intentionally Left Blank</i> | | | | |
| D.1.4 | Earthwork | | | | |
| D.1.4.1 | Cut and Dispose | CY | 4333 | \$ | \$ |
| D.1.4.1 | Fill | CY | 680 | \$ | \$ |
| D.1.4.3 | Selective Fill Placement for Archaeological Enhancement | LS | 1 | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| D.1.5 | Wetland Planting (Restoration) and Maintenance | | | | |
| D.1.5.1 | 2" cells | EA | 5648 | \$ | \$ |
| D.1.5.1 | 4" cells | EA | 1200 | \$ | \$ |
| D.1.5.1 | 1 gallon | EA | 1156 | \$ | \$ |
| D.1.5.1 | 3 gallon | EA | 440 | \$ | \$ |
| D.1.5.1 | Two Acre Area Quarterly for Two Years (8 events) | LS | 1 | \$ | \$ |

BIDDER (FIRM NAME) _____

AUTHORIZED SIGNATURE: _____

BID "A"

BID FORM
(Submit in Triplicate)

BID "A"

IFB# 11-1974-DS -----Neal Restoration & Mitigation Project

BID "A" BASED ON COMPLETION DATE OF DECEMBER 31, 2011

| ITEM NO. | DESCRIPTION | UNITS | QTY. | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|--------------|--|-------|------|---------------------------------|---------------------|
| | <i>Intentionally Left Blank</i> | | | | |
| | SUBTOTAL | | | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| 15 | Contingency Funds | LS | 1 | \$15,000.00 | \$15,000.00 |
| | TOTAL | | | | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| | OFFSITE MITIGATION PLAN PERICO PRESERVE | | | Wilson Miller Drawings and Text | |
| Sheet 2 of 2 | Mobilization | LS | 1 | | \$ |
| Sheet 2 of 2 | Clearing and Grubbing | | | | |
| Sheet 2 of 2 | Mitigation Area | AC | 0.3 | \$ | \$ |
| Sheet 3 of 3 | Erosion and Turbidity Control | | | | |
| Sheet 3 of 3 | Standard Silt Fence | LF | 450 | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| Sheet 3 of 3 | EARTHWORK | | | | |
| Sheet 3 of 3 | Cut and Dispose | CY | 1033 | \$ | \$ |
| Sheet 3 of 3 | Provide and Apply Topsoil Layer (6") | CY | 234 | \$ | \$ |
| Sheet 3 of 3 | Hand Dig Hydrological Connection | LS | 16 | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| Sheet 2 of 2 | Wetland Planting (Mitigation) and Maintenance | | | | |
| Sheet 2 of 2 | 2" Bare Root | EA | 872 | \$ | \$ |
| Sheet 2 of 2 | 1 Gallon | EA | 44 | \$ | \$ |
| Sheet 2 of 2 | 4" Liners | EA | 1017 | \$ | \$ |

BIDDER (FIRM NAME) _____

AUTHORIZED SIGNATURE: _____

BID "A"

BID FORM
(Submit in Triplicate)

BID "A"

IFB# 11-1974-DS -----Neal Restoration & Mitigation Project

BID "A" BASED ON COMPLETION DATE OF DECEMBER 31, 2011

| ITEM NO. | DESCRIPTION | UNITS | QTY. | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|--------------|--|-------|------|-----------------|---------------------|
| Sheet 2 of 2 | Grassing Disturbed Areas | AC | 0.5 | \$ | \$ |
| Ill., Page 7 | 90 Day Maintenance (2 events) | LS | 1 | \$ | \$ |
| | <i>Intentionally Left Blank</i> | | | | |
| | SUBTOTAL | | | \$ | \$ |
| 15 | Contingency Funds | LS | 1 | \$5,000.00 | \$5,000.00 |
| | TOTAL | | | | \$ |
| | Total Restoration and Mitigation Cost Bid "A" Based on Completion Date of December 31, 2011 | | | | \$ |

BIDDER (FIRM NAME) _____

AUTHORIZED SIGNATURE: _____

BID "A"

**SWORN STATEMENT
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with I/FB No. #11-1974-DS
2. This Sworn Statement is submitted by _____
whose business address is _____
and, if applicable, its Federal Employer Identification Number (FEIN) is _____. If
the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____.
3. Name of individual signing this Sworn Statement is: _____,
Whose relationship to the above entity is: _____.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

| Trench Safety Measure (Description) | Units of Measure (LF, SY) | Unit Quantity | Unit Cost | Extended Cost |
|--|---------------------------------|------------------|-----------|------------------|
| a. _____ | _____ | _____ | \$ _____ | _____ |
| b. _____ | _____ | _____ | \$ _____ | _____ |
| c. _____ | _____ | _____ | \$ _____ | _____ |
| d. _____ | _____ | _____ | \$ _____ | _____ |

7. The undersigned intends to comply with these standards by instituting the following procedures:

_____.

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this ____ day of _____, 2011.
(impress official seal)

Notary Public, State of Florida
My commission expires: _____

SECTION 00430
CONTRACTOR'S QUESTIONNAIRE

(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.

1. LICENSE #: _____
COMPANY'S NAME: _____

CO. PHYSICAL ADDRESS

CITY

_____ (STATE of INCORPORATION, IF APPLICABLE)

_____ (ZIP CODE)

(_____) _____ TELEPHONE NUMBER: (____) _____ FAX

EMAIL ADDRESS: _____

2. Bidding as an individual ___ a partnership: ___ a corporation; ___ a joint venture ___

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a

for how many years? _____

_____ **Years holding a Certified General Contractors license.**

Has license ever been suspended, revoked, removed or under investigation?

5. Describe and give the date and County of the last three (3) government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

7. Have you ever failed to complete work awarded to you? If so, state when, where (Contact name, address, phone number) and why?

8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

Have you visited the site _____

Provide date (s) of site visit: _____

11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

12. Will you subcontract any part of this Work? If so, describe which major portion(s):

13. If any, list (with contract amount) WBE/MBE to be utilized:

14. What equipment do you own to accomplish this Work?

15. What equipment will you purchase/rent for the Work? (Specify which)

16. Concisely summarize your organization's process to meet the "Be Green" initiative encouraged in note in C.20 "Be Green"

17. List the following in connection with the Surety which is providing the Bond(s):
Surety's Name: _____

Surety's Address: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

Email _____

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [print individual's name and title]

_____ for _____ [print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2011 by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

SECTION 00491
Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7) (B),
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners'

by _____
[Print individual's name and title]

_____ for _____
(print name of entity submitting sworn statement)

Whose business address is _____.

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

ATTACHMENT B (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7) (B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this __ day of _____, 2011 by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at XX

Phone: () _____

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **11-1974-DS Neal Preserve Habitat Restoration and Mitigation Construction** in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the OWNER and Mrs. Suzanne Thompson, RLA, LEED® AP hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Natural Resources Department
Attn: Mr. Max Dersch
Project Manager
IFB# 11-1974-DS
415 10th Street West
Bradenton, FL 34205
Phone (941) 737-1743

IBI Group, Inc.

Attn: Suzanne Thompson, RLA, LEED® AP
Project Engineer
IFB# 11-1974-DS
1421 5th Street, Suite B
Sarasota FL 34236-5071
Phone (941) 954-1718 ext. 223

Article 2. ENGINEER (Continued)

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document **IFB#11-1974-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers _____ to _____, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #11-1974-DS, Neal Preserve Habitat Restoration and Mitigation Construction subject to additions and deductions as provided therein, the sum of _____ Dollars and xxxxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxxxx) for **Bid "A"** based on Completion Time of December 31, 2011 and the sum of **\$2,000.00** as liquidated damages for each calendar day of delay.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

R. C. "Rob" Cuthbert, C.P.M.; CPPO, Purchasing Official
Name and Title of Signer

Date: _____

SECTION 00700
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Whenever used in the Bid Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agent – Project architect, project engineer, or other agency or person acting on behalf of Manatee County.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Award - Acceptance of the bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

Bid - The offer of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Discretionary – Payment for all work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Purchasing Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of contract) to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the work have been properly constructed and do operate in accordance with the contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Punch List – The written compilation of those items identified by the Engineer after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or phase of a Project)

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the punch list. The punch list shall be completed by the Engineer within the timeframes provided by Florida Statute Section 218.735 (7) (a).

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

ARTICLE 2 - PRELIMINARY MATTERS

Computation of Time: When time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract.

2.3 (Continued)

The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.

2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings. Note: Computed dimensions shall govern over scaled dimensions.

3.2 It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

3.3 The contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.3.1 A Formal Written Amendment

3.3.2 A Change Order

3.3.3 Administrative Contract Adjustment (ACA)

3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.4.1 Discretionary Work – Field Directive

3.4.2 Engineer's approval of a Shop Drawing or sample.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).

4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.

4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

4.5 (Continued)

Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.

4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

4.9.1 all employees on the work and other persons and organizations who may be affected thereby;

4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES (Continued)

protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES (Continued)

- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.
- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
 - 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
 - 7.3.2 By mutual acceptance of lump sum.
 - 7.3.3 On the basis of the cost of the Work, plus a 20% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
 - 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
 - 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
 - 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
 - 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
 - 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

ARTICLE 8 - CHANGE OF CONTRACT TIME

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants (for a minimum period of three years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.

- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.
- 10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

ARTICLE 11 - CONTRACT CLAIMS

- 11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the contractor provided any goods or services required by the contract or after the date on which the contractor knew or should have known such a claim existed. The Manatee County Code of Law section 2-26-63 Contract Claims details the requirements and process for such a claim.

ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
 - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
 - 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
 - 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.

- 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.
- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative.
 - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;

- 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
- 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
- 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13 - APPRENTICES

13.1 If Successful Contractor employees Apprentices, he shall be governed and comply with the provisions of Florida State Statute 446.011.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the Owner. Standard County forms shall be utilized.

END OF SECTION

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE

| |
|--|
| <p style="text-align: center;">SEALED BID - DO NOT OPEN</p> <p>CONTRACTOR: _____</p> <p>SEALED BID NO: 11-1974-DS</p> <p>BID TITLE: Neal Preserve Habitat Restoration and Mitigation Construction</p> <p>DUE DATE/TIME: JUNE 10, 2011 @ 3:00 PM</p> |
|--|



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
10117 PRINCESS PALM AVENUE, STE 120
TAMPA, FLORIDA 33610-8300

November 5, 2010

REPLY TO
ATTENTION OF

Tampa Section
SAJ-2010-03178 (NW-MEP)

Florida Department of
Environmental Protection
C/o Ms. Pam Vazquez,
Assistant District Director
13051 N. Telecom Parkway
Temple Terrace, Florida 33637

Dear Ms. Vazquez:

Your application for a Department of the Army permit received on November 1, 2010, has been assigned number SAJ-2010-03178(NW-MEP). A review of the information and drawings provided shows the proposed work is to create 0.06 acres of open water, 0.36 acres of low marsh, and 1.06 acres of high marsh wetland habitat from uplands. The project will require 0.32 acres of temporary impacts for the construction of a tidal channel, and a boardwalk/scenic overlook that has been positioned to avoid seagrasses and other benthic resources. The project, known as the "Neal Preserve", is located at on the south side of SR 64, East of the Anna Maria Island Bridge, in Section 27 & 28, Township 34 South, Range 16 East, Manatee County, Florida.

Your project, as depicted on the received drawings, is authorized by Nationwide Permit (NWP) Number 27. In addition, project specific conditions have been enclosed. This verification is valid until March 18, 2012. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. The website address is as follows:

<http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>.

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click

on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 27. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Within 60 days of completion of the work authorized, the attached "Self-Certification Statement of Compliance" must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 10117 Princess Palm Ave., Tampa, Florida, 33610.

2. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

3. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work - 2009" provided as an attachment to this permit.

4. The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish

Construction Conditions" dated March 23, 2006 and provided as an attachment to this permit.

5. Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

6. This site has been determined by the Florida Division of Historical Resources (DHR) to meet the criteria for listing on the National Register of Historic Places. The Permittee shall fully comply with all current and future DHR requirements and recommendations pertaining to work authorized by this permit.

7. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Permittee or other party on the Permittee's behalf, shall conduct a search in the National Register Information System (NRIS). Information can be found at; <http://www.cr.nps.gov/nr/research/nris.htm>. Information on properties eligible for inclusion in the National Register can be identified by contacting the Florida Master File Office by email at fmsfile@dos.state.fl.us or by telephone at 850-245-6440.

If unexpected cultural resources are encountered at any time within the project area that was not the subject of a previous cultural resource assessment survey, work should cease in the immediate vicinity of such discoveries. The permittee, or other party, should notify the SHPO immediately, as well as the appropriate Army Corps of Engineers office. After such notifications, project activities should not resume without verbal and/or written authorization from the SHPO.

If unmarked human remains are encountered, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes, unless on Federal lands. After such notifications, project activities on

non-Federal lands shall not resume without verbal and/or written authorization from the Florida State Archaeologist for finds under his or her jurisdiction.

End of Special Conditions

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under §. 373.069, F.S., or a local government with delegated authority under §. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of sovereign submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

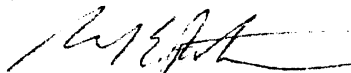
This letter does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Mark E. Peterson by telephone at 813-769-7065.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated -

favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,



Mark E. Peterson
Project Manager

Enclosures

Copies Furnished:

Dianne Rosensweig, Sarasota Branch Manager, Scheda Ecological
Associates, Inc., 6151 Lake Osprey Drive, Suite 313,
Sarasota, Florida 34240

Charlie Hunsicker, Director, Natural Resources Department,
Manatee County, P.O. Box 1000, Bradenton, Florida 34206

bcc:
CESAJ-RD-PE

GENERAL CONDITIONS
33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **March 18, 2012**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-27

Application Number: SAJ-2010-03178 (NW-MEP)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States:

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations): _____

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2010-03178 (NW-MEP)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFeree-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT) (BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2009

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee

White Alert

1-888-404-FWCC(3922)

call *FWC or FWCC





Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

November 03, 2010

Manatee County Natural Resource Dept
PO Box 1000
Bradenton, FL 34206

Subject: **Notice of Final Agency Action for Approval**
Environmental Resource Noticed General Permit
Project Name: Neal Preserve Habitat Restoration
App ID/Permit No: 639877 / 47040101.001
County: MANATEE
Expiration Date: September 28, 2015
Sec/Twp/Rge: 27/34S/16E, 34/34S/16E

RECEIVED
NOV 08 2010
MANATEE COUNTY
NATURAL RESOURCES DEPT

Dear Permittee(s):

The District acknowledges your intent to use a Noticed General permit for the project referenced above. Plans and information received will be kept on file in the Sarasota Service Office in support of this determination. The proposed construction must be completed before the expiration date indicated above. This permit includes approved construction drawings. These drawings are part of the permit and are available for viewing or downloading at www.watermatters.org.

The proposed construction is subject to the Rules of the Southwest Florida Water Management District, Chapter 40D-400, general conditions of Rule 40D-400.215 (Exhibit A enclosed), Subsections 62-4.242 (1)(a) & (b), (2), and (3), Rule 62-302.300, Florida Administrative Code (F.A.C.); and the specific condition of Subsection 40D-400.485, which is enclosed.

Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner which satisfies all criteria. Be advised that general Condition Number 6 states that the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, F.A.C., of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding District Rule, 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

If you have questions, please contact Clifford Ondercin, at the Sarasota Service Office, extension 6537.

Sincerely,

Ross T. Morton, P.W.S.

Authorized Signature
Director, Sarasota Regulation Department

Enclosures: Rule 40D-400.485, F.A.C.
Exhibit A
Notice of Authorization to Commence Construction
Notice of Packet (42.00-039)
Section 28-106.201 and 28-106.301, F.A.C.

cc: Florida Dept of Environmental Protection
Scheda Ecological Associates, Inc.
Lynn Burnett, LYNN TOWNSEND AND ASSOCIATES LLC

Specific Condition(s): 40D-400.485

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

EXHIBIT A

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are binding upon the Permittee for all noticed general permits in this chapter. These conditions are enforceable under part IV of Chapter 373, F.S.
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of part IV of Chapter 373, F.S., and may result in suspension or revocation of the Permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
4. This general permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee, or convey any rights or privileges other than those specified in the general permit and this chapter.
5. This general permit does not relieve the Permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare; animal, plant or aquatic life; or property. It does not allow the Permittee to cause pollution in contravention of Florida Statutes and District rules.
6. The Permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state owned lands.
7. The Board may modify or revoke the authorization to conduct activities pursuant to this noticed general permit at any time if it determines that a stormwater management system, dam, impoundment, reservoir, appurtenant work, or works has become a danger to the public health or safety if its operation has become inconsistent with the objectives of the District or is in violation of any rule or order of the District, or the provisions of this noticed general permit.
8. This permit shall not be transferred to a third party except pursuant to section 40D-4.351, F.A.C. The Permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
9. Upon reasonable notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
10. The Permittee shall maintain any permitted system in accordance with the plans submitted and authorized by this permit.
11. A Permittee's right to conduct a specific activity under this noticed general permit is authorized for duration

of five years.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of sections 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The Permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed, soils are stabilized and vegetation has been established. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
13. The Permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
14. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Neal Preserve Habitat Restoration

PROJECT NAME

Environmental

PROJECT TYPE

MANATEE

COUNTY

27/34S/16E, 34/34S/16E

SEC(S)/TWP(S)/RGE(S)

Manatee County Natural Resource Dept

PERMITTEE

APPLICATION ID/PERMIT NO: 639877 / 47040101.001

DATE ISSUED: November 03, 2010



Ross T. Morton, P.W.S.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 ½ by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.

**PART III PROCEEDINGS AND HEARINGS
NOT INVOLVING DISPUTED ISSUES OF
MATERIAL FACT**

28-106.301 Initiation of Proceedings

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 ½ by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
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Sarasota Service Office
6750 Fruitville Road
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(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. **(Your question may be on the FAQ list).**

FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
A. You do not have to do this noticing. You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.

2. **Q.** What do I need to send to the newspaper?
A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.

3. **Q.** Do I have to use the notice form, or can I make up my own form?
A. You do not have to use our form. However, your notice must contain all information that is in the form.

4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
A. Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.

5. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.

6. **Q.** If someone objects, is my permit or exemption no good?
A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

| | |
|----------------|---|
| <u>50.011</u> | Where and in what language legal notices to be published. |
| <u>50.021</u> | Publication when no newspaper in county. |
| <u>50.031</u> | Newspapers in which legal notices and process may be published. |
| <u>50.041</u> | Proof of publication; uniform affidavits required. |
| <u>50.051</u> | Proof of publication; form of uniform affidavit. |
| <u>50.061</u> | Amounts chargeable. |
| <u>50.0711</u> | Court docket fund; service charges; publications. |

50.011 Where and in what language legal notices to be published.-

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as periodicals matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.--s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254; s. 21, ch. 99-2.

Note.-Former s. 49.01.

50.021 Publication when no newspaper in county.

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.-Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as periodicals matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.-ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221.

Note.-Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8 1/2 inches in width and of convenient length, not less than 5 1/2 inches. A white margin of not less than 2 1/2 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

Note.-Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.-

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA

COUNTY OF _____:

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as periodicals matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of _____, (year)____, by _____, who is personally known to me or who has produced (type of identification) as identification.

_____(Signature of Notary Public)_____

_____(Print, Type, or Stamp Commissioned Name of Notary Public)_____

_____(Notary Public)_____

History.-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147; s.23, ch 99-2; s. 3, ch. 99-6.

Note.-Former s. 49.05.

50.061 Amounts chargeable.-

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.-Former s. 49.06.

50.0711 Court docket fund; service charges; publications.-

(1) The clerk of the court in each county may establish a court docket fund for the purpose of paying the cost of publication of the fact of the filing of any civil case in the circuit court of the county by the style and of the calendar relating to such cases. This court docket fund shall be funded by \$1 mandatory court cost for all civil actions, suits, or proceedings filed in the circuit court of the county. The clerk shall maintain such funds separate and apart, and the proceeds from this court cost shall not be diverted to any other fund or for any purpose other than that established in this section. The clerk of the court shall dispense the fund to the designated record newspaper in the county on a quarterly basis.

(2) A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of the majority of the judges in the judicial circuit in which such county is located, and such order shall be filed and recorded with the clerk of the circuit court for such county. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county ordering such change 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(3) The publishers of any designated record newspapers receiving payment from this court docket fund shall publish, without additional charge, the fact of the filing of any civil case, suit, or action filed in such county in the circuit. Such publication shall be in accordance with a schedule agreed upon between the record newspaper and the clerk of the court in such county.

(4) The publishers of any designated record newspapers receiving revenues from the court docket fund established in subsection (1) shall, without charge, accept legal advertisements for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as indigent persons under s. 57.081.

History.-s. 46, ch. 2004-265.

**NOTICE OF FINAL AGENCY ACTION BY
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the ERP NOTICED GENERAL on 7.00 acres to serve PARKS AND RECREATION AREAS known as Neal Preserve Habitat Restoration. The project is located in MANATEE County, Section/Township/Range 27/34S/16E, 34/34S/16E. The permit applicant is Manatee County Natural Resource Dept who address is PO Box 1000 Bradenton, FL 34206. The permit No. is 47040101.001.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District 6750 Fruitville Road, Sarasota, Florida 34240-9711.

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.



Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

file

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

January 04, 2011

Manatee County Board of County Commissioners
PO Box 1000
Bradenton, FL 34206

Subject: **Notice of Final Agency Action for Approval**
ERP General Construction Modification
Project Name: Manatee County - Neal Preserve Boardwalks
App ID/Permit No: 641672 / 44040101.002
County: MANATEE
Sec/Twp/Rge: 27/34S/16E

Dear Permittee(s):

This letter constitutes notice of Final Agency Action for **approval** of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

Approved construction plans are part of the permit, and construction must be in accordance with these plans. *These drawings are available for viewing or downloading at www.watermatters.org.*

If you have questions, please contact Steven Lopes, at the Sarasota Service Office, extension 6506. For assistance with environmental concerns, please contact Clifford Ondercin, extension 6537.

Sincerely,

Ross T. Morton, P.W.S.

Authorized Signature

Director, Sarasota Regulation Department

Enclosures: Approved Permit w/Conditions Attached
 Statement of Completion
 Notice of Authorization of Commence Construction
 Noticing Packet (42.00-039)
 Section 28-106.201 and 28-106.301, F.A.C

cc: Sue Thompson
 MICHAEL BRUEGGER, P.E., IBI GROUP INC
 Manatee County Property Management Department

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION MODIFICATION
PERMIT NO. 44040101.002**

EXPIRATION DATE: January 04, 2016

PERMIT ISSUE DATE: January 04, 2011

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Manatee County - Neal Preserve Boardwalks
GRANTED TO: Manatee County Board of County Commissioners
PO Box 1000
Bradenton, FL 34206
OTHER PERMITTEES: N/A

This permit authorizes modifications to Environmental Resource Permit (ERP) No. 44040101.000 entitled Manatee County - Neal Preserve Park issued on October 1, 2010. The modifications approved in this permit are as follows:

1. The construction of a boardwalk and fishing pier.
2. The construction of an off-site mitigation area located within the Perico Preserve property.

Information regarding the surface water management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Manatee County Property Management Department
OTHER OP. & MAIN. ENTITY: N/A
COUNTY: MANATEE
SEC/TWP/RGE: 27/34S/16E
**TOTAL ACRES OWNED
OR UNDER CONTROL:** 122.80
PROJECT SIZE: 0.44 Acres
LAND USE: Government
DATE APPLICATION FILED: November 12, 2010
AMENDED DATE: N/A

I. Water Quantity/Quality

Water quality treatment and attenuation for the proposed boardwalks/docks are not required. For boardwalk/dock construction located within Sarasota Bay Estuarine System (a Special Outstanding Florida Water), a mixing zone and construction turbidity monitoring plan is provided as shown on the construction drawings.

A mixing zone is required.
A variance is not required.

II. 100-Year Floodplain

| Encroachment (Acre-Feet of fill) | Compensation (Acre-Feet of excavation) | Compensation Type | Encroachment Result* (feet) |
|----------------------------------|--|-------------------|-----------------------------|
| 0.00 | 0.00 | No Encroachment | N/A |

The FEMA floodplain is due to tidal surge; no compensation is provided.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

| Wetland/Other Surface Water Name | Total Acres | Not Impacted Acres | Permanent Impacts | | Temporary Impacts | |
|----------------------------------|-------------|--------------------|-------------------|------------------|-------------------|------------------|
| | | | Acres | Functional Loss* | Acres | Functional Loss* |
| Wetland 1 | 0.14 | 0.00 | 0.14 | 0.04 | 0.00 | 0.00 |
| Total: | 0.14 | 0.00 | 0.14 | 0.04 | 0.00 | 0.00 |

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Information Count: 1

Wetland/Other Surface Water Comments:

The project area for this ERP contains 0.14 acre of mangrove wetlands that will be permanently impacted for the construction of boardwalks and a fishing pier. Wetland impacts do not occur in state sovereign submerged lands and therefore, proprietary authorizations do not apply. The wetlands in the project area were evaluated according to the Uniform Mitigation Assessment Method (UMAM) analysis as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis identified a functional loss of 0.04 units for the permanent wetland impacts associated with this project.

Mitigation Information

| Name | Creation/Restoration | | Enhancement | | Preservation | | Other | |
|-----------------|----------------------|-----------------|-------------|-----------------|--------------|-----------------|-------------|-----------------|
| | Acres | Functional Gain | Acres | Functional Gain | Acres | Functional Gain | Acres | Functional Gain |
| Percio Creation | 0.29 | 0.44 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 0.29 | 0.44 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Mitigation Information Count: 1

Mitigation Comments:

Wetland mitigation consists of the offsite creation of 0.29 acre of mangrove swamp. The offsite creation area is located north of the subject boardwalk and pier project area, and is north of SR 64 on Manatee County owned property. The results of the Uniform Mitigation Assessment Method (UMAM) analysis indicates a total functional gain of 0.44 units which provides an excess of 0.40 functional gain units. The additional UMAM functional gain units have been applied to the requirements of Subsection 3.2.1.2 of the Basis of Review and will not be available for future use. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA Off-Site Perico Preserve**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- a. The mitigation area can be reasonably expected to develop into a mangrove swamp as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "a."
- c. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and

stratum of the mitigation area shall be as follows:

Zone

A

Stratum

Ground Cover

Percent Cover

85 percent

Dominant Species*

Spartina patens

Subdominant Species**

** Plant species providing the same function as those listed may also be considered in determining success.

Zone

B

Stratum

Canopy Cover

Percent Cover

85 percent

Dominant Species*

Avicennia germinans

Subdominant Species** Laguncularia racemosa

** Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within 5 years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

d. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a."

e. Coverage by nuisance or exotic species does not exceed 5 percent.

f. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation area(s) until the criteria set forth in the Wetland Mitigation Success Criteria Conditions(s) above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
8. The Permittee shall undertake required maintenance activities within the wetland mitigation area(s) as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Condition(s) above. Herbicides shall not be used without the prior written approval of the District.
9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation area(s). Upon District inspection and approval of the mitigation area(s), the monitoring program shall be initiated with the date of the District field inspection being the

construction completion date of the mitigation area(s). Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation area(s) in compliance according to the Wetland Mitigation Success Criteria Condition(s) above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation area(s) in compliance with the Wetland Mitigation Success Criteria Condition(s) above.

Monitoring Data shall be collected *semi-annually*.

10. Termination of monitoring for the wetland mitigation area(s) shall be coordinated with the District by:
 - a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Condition(s) have been achieved;
 - b. suspending all maintenance activities in the wetland mitigation area(s) including, but not limited to, irrigation and addition or removal of vegetation; and
 - c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.Upon receipt of the monitoring report, the District will evaluate the wetland mitigation site(s) to determine if the Mitigation Success Criteria Condition(s) have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation area(s) that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Condition(s).
11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation area(s) such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation area(s) where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Condition(s).
12. The Permittee shall, within 45 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings *received by the District on November 12, 2010*.
13. The Permittee shall commence construction of the mitigation area(s) within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation area(s) shall commence by March 1. In either case, construction of the mitigation area(s) shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
14. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.
15. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
16. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - wetland and surface water areas
 - wetland buffers
 - upland preservation

limits of approved wetland impacts

construction access for off-site mitigation "Perico Preserve Parcel"

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

17. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
18. This modification, Construction Permit No. 44040101.001, amends the previously issued Construction Permit No. 44040101.000, and adds conditions. All other original permit conditions remain in effect.
19. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform and construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.
20. Construction turbidity monitoring shall be performed in accordance with the Turbidity Monitoring Plan shown on the permitted construction drawings.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Ross T. Morton, P.W.S.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the

District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Manatee County - Neal Preserve Boardwalks

PROJECT NAME

Government

PROJECT TYPE

MANATEE

COUNTY

27/34S/16E

SEC(S)/TWP(S)/RGE(S)

Manatee County Board of County Commissioners

PERMITTEE

APPLICATION ID/PERMIT NO: 641672 / 44040101.002

DATE ISSUED: January 04, 2011



Ross T. Morton, P.W.S.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be doublespaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Specific Authority 120.54(3), (5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07.

**PART III PROCEEDINGS AND HEARINGS
NOT INVOLVING DISPUTED ISSUES OF
MATERIAL FACT**

28-106.301 Initiation of Proceedings

(1) Unless otherwise provided by statute and except for agency enforcement and disciplinary actions initiated under subsection 28-106.2015(1), F.A.C., initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be doubled-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

(d) A statement of when and how the petitioner received notice of the agency decision;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action; and

(h) A statement that no material facts are in dispute.

Specific Authority 120.54(5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07, 12-24-07.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office

6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office

7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you must publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the content** of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. **(Your question may be on the FAQ list).**

FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
A. You do not have to do this noticing, unless you are issued a permit classified as an "Individual". You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?
A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?
A. You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
A. Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.
5. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
6. **Q.** If someone objects, is my permit or exemption no good?
A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

NEAL PRESERVE

PREPARED FOR: MANATEE COUNTY, FLORIDA

HABITAT RESTORATION AND OFF-SITE MITIGATION PLANS
APRIL 2011

SUBMITTED TO:
MANATEE COUNTY GOVERNMENT
PROPERTY MANAGEMENT DEPARTMENT
1112 MANATEE AVENUE WEST
BRADENTON, FLORIDA 34205
PHONE: (941) 748-4501
FAX: (941) 749-3018

INDEX OF SHEETS

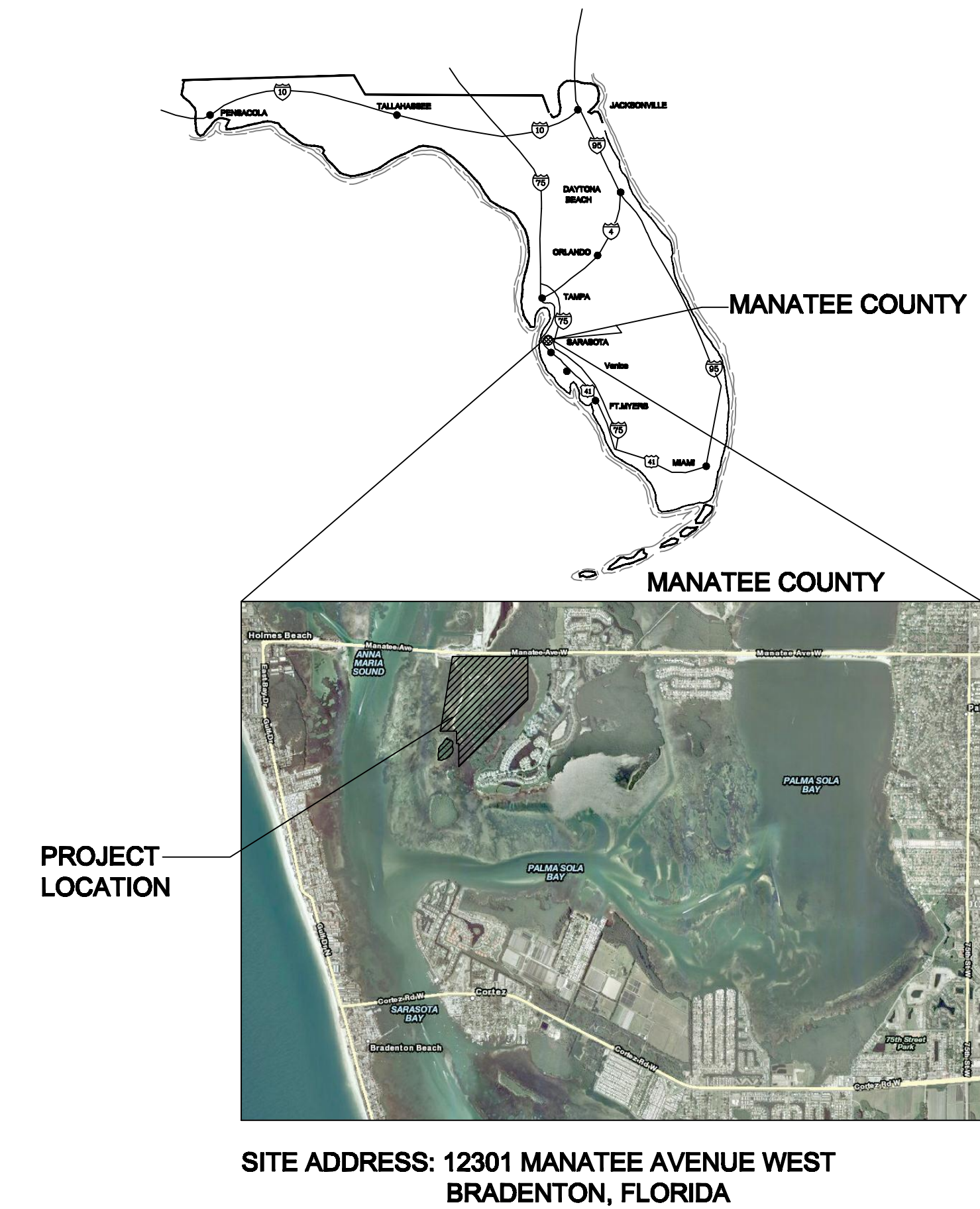
- COVER SHEET
- HABITAT RESTORATION 1 - COVER
- HABITAT RESTORATION 2 - AERIAL MAP KEY SHEET
- HABITAT RESTORATION 3 - GRADING PLANS
- HABITAT RESTORATION 4 - GRADING PLANS
- HABITAT RESTORATION 5 - PLANTING PLANS
- HABITAT RESTORATION 6 - PLANTING PLANS
- HABITAT RESTORATION 7 - GRADING AND PLANTING SECTIONS
- HABITAT RESTORATION 8 - GENERAL NOTES AND DETAILS
- OFF-SITE MITIGATION 1- COVER
- OFF-SITE MITIGATION 2- SITE PLAN
- OFF-SITE MITIGATION 3 - CROSS SECTIONS AND DETAILS
- OFF-SITE MITIGATION SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT REPORT

PRIME CONSULTANT



IBI GROUP
1421 5TH STREET, SUITE B
SARASOTA, FLORIDA 34236
P 941.954.1718
F 941.954.0231

LOCATION MAP

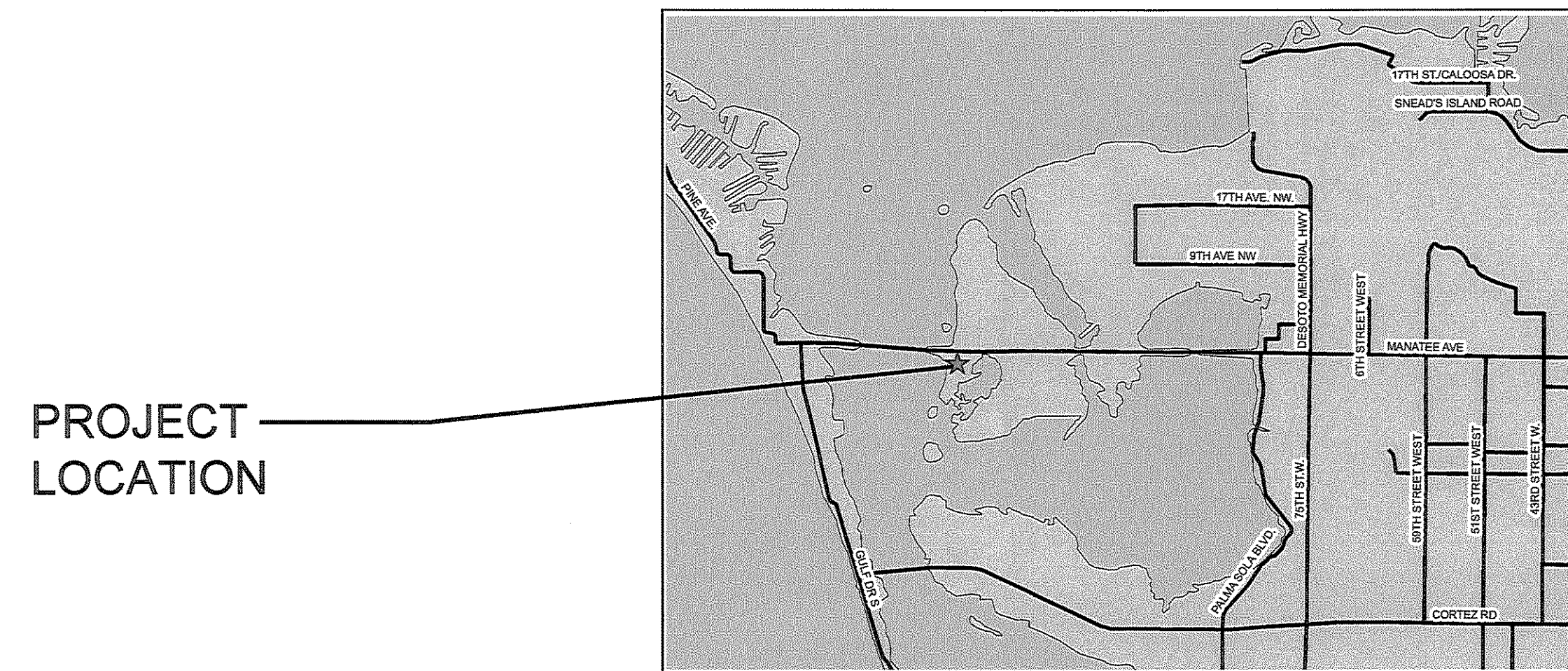


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| IBI GROUP, INC. HTTP://WWW.IBIGROUP.COM | | PLANNERS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS | DATE | BY | |
| 1421 5TH STREET, SUITE B SARASOTA, FL 34236 (941) 954-1718 FAX: (941) 954-0231 | | | | | | | |
| IBI GROUP | | | | | | | |
| DRAWN: | DESIGNED: | CHECKED: | DATE: 04/14/11 | | | | |
| NEAL PRESERVE BRADENTON, FLORIDA | | COVER SHEET | | | | | |
| 27422 | | SHEET | | | | | |

MANATEE COUNTY NEAL PRESERVE HABITAT RESTORATION PROJECT

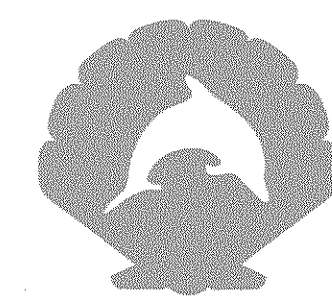
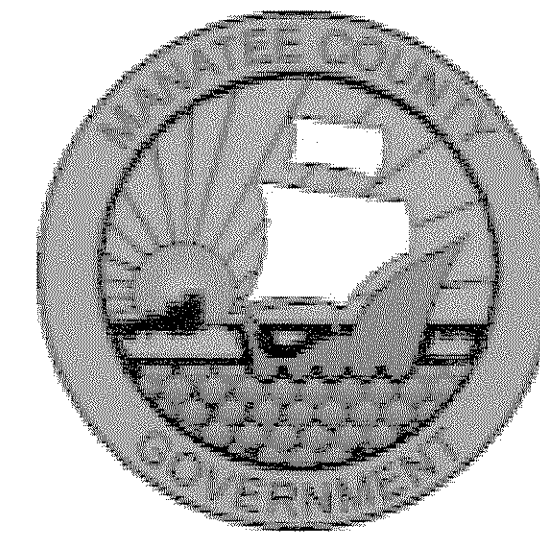
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MANATEE COUNTY, FLORIDA

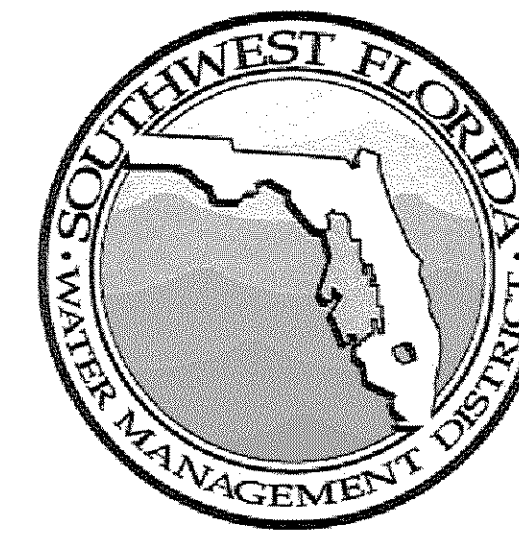


PROJECT
LOCATION

VICINITY MAP



SARASOTA BAY
ESTUARY PROGRAM
Protecting Our Water Heritage



PREPARED BY:



SCHEDA ECOLOGICAL
ASSOCIATES, INC.
5892 E. FOWLER AVE.
TAMPA, FLORIDA 33617
PHONE: 813.989.9600
FAX: 813.989.9670

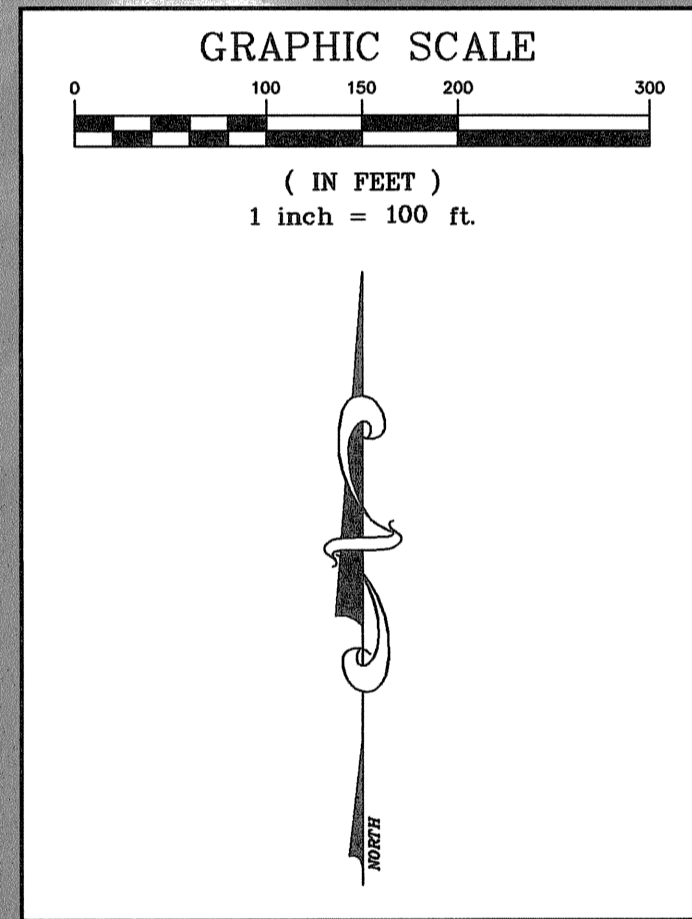
| DRAWING INDEX | |
|---------------|-------------------------------|
| SHEET NO. | TITLE |
| 1 | COVER SHEET |
| 2 | AERIAL MAP / KEY SHEET |
| 3-4 | GRADING PLANS |
| 5-6 | PLANTING PLANS |
| 7 | GRADING AND PLANTING SECTIONS |
| 8 | GENERAL NOTES & DETAILS |

PREPARED FOR:
MANATEE COUNTY
415 10th STREET WEST
BRADENTON, FLORIDA 34205
PHONE: (941) 745-3727

AUGUST, 2010

APR 5 2011

\\AG-G:\PROJECTS\001311\Spatial\cad\001311_Key_Map.dwg



LEGEND:

| | |
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| | PROPOSED CONTOUR |
| | JURISDICTIONAL WETLAND LINE |

SHEETS 3 & 5

SHEETS 4 & 6

STA. 10+00.00
BEGIN BASELINE SURVEY
N = 1,150,185.6729
E = 434,027.7386
(NAD83, WEST ZONE)

STA. 21+00.00
END BASELINE SURVEY
N = 1,149,085.6729
E = 434,027.7386
(NAD83, WEST ZONE)

Manatee Avenue West - State Road 64

SARASOTA BAY

PALMA SOLA BAY

SARASOTA BAY

PALMA SOLA BAY

UPLAND

UPLAND

EXISTING MANGROVES

EXISTING MANGROVES

UPLAND

EXISTING TIDAL POND

EXISTING MANGROVES

EXISTING MANGROVES

SCHEDA
ECOLOGICAL ASSOCIATES, INC.
5892 EAST FOWLER AVENUE
TAMPA, FLORIDA 33617
(813) 989-9600

| | |
|--------------|--------------|
| DRAWN: JAG | DATE: 8-2010 |
| DESIGNED: TR | DATE: 8-2010 |
| CHECKED: DR | DATE: 8-2010 |
| REVISIONS: | |
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| 2. | |

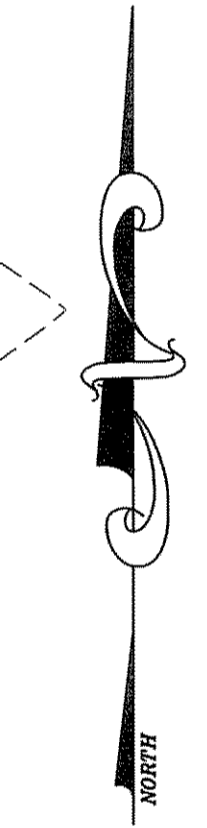
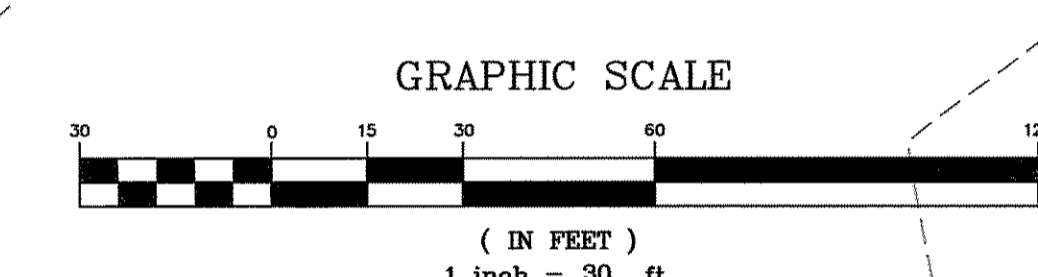
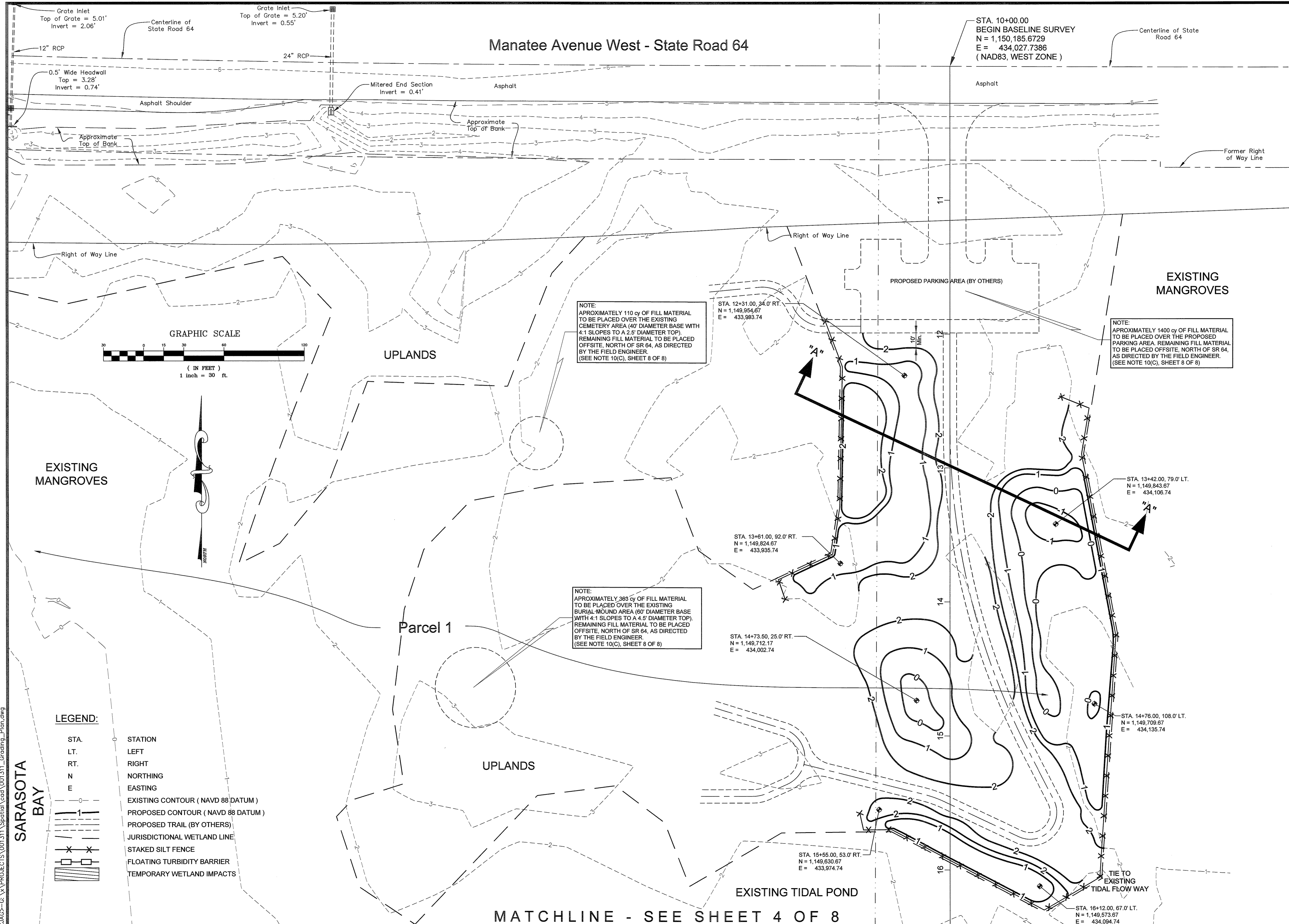
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| NEAL PRESERVE |
| HABITAT RESTORATION |
| AERIAL MAP |
| KEY SHEET |

| |
|---------|
| MANATEE |
| COUNTY |

APR 5 2011

SHEET 2 of 8

Manatee Avenue West - State Road 64



LEGEND:

| | | |
|-------|-------|----------------------------------|
| STA. | ○ | STATION |
| LT. | ○ | LEFT |
| RT. | ○ | RIGHT |
| N | ○ | NORTHING |
| E | ○ | EASTING |
| --- | --- | EXISTING CONTOUR (NAVD 88 DATUM) |
| - - - | - - - | PROPOSED CONTOUR (NAVD 88 DATUM) |
| --- | --- | PROPOSED TRAIL (BY OTHERS) |
| --- | --- | JURISDICTIONAL WETLAND LINE |
| X X | X X | STAKED SILT FENCE |
| □ □ | □ □ | FLOATING TURBIDITY BARRIER |
| ▨ ▨ | ▨ ▨ | TEMPORARY WETLAND IMPACTS |

NOTE:
APPROXIMATELY 110 cy OF FILL MATERIAL TO BE PLACED OVER THE EXISTING CEMETERY AREA (40' DIAMETER BASE WITH 4:1 SLOPES TO A 2.5' DIAMETER TOP). REMAINING FILL MATERIAL TO BE PLACED OFFSITE, NORTH OF SR 64, AS DIRECTED BY THE FIELD ENGINEER. (SEE NOTE 10(C), SHEET 8 OF 8)

NOTE:
APPROXIMATELY 369 cy OF FILL MATERIAL TO BE PLACED OVER THE EXISTING BURIAL MOUND AREA (60' DIAMETER BASE WITH 4:1 SLOPES TO A 4.5' DIAMETER TOP). REMAINING FILL MATERIAL TO BE PLACED OFFSITE, NORTH OF SR 64, AS DIRECTED BY THE FIELD ENGINEER. (SEE NOTE 10(C), SHEET 8 OF 8)

NOTE:
APPROXIMATELY 1400 cy OF FILL MATERIAL TO BE PLACED OVER THE PROPOSED PARKING AREA. REMAINING FILL MATERIAL TO BE PLACED OFFSITE, NORTH OF SR 64, AS DIRECTED BY THE FIELD ENGINEER. (SEE NOTE 10(C), SHEET 8 OF 8)

STA. 10+00.00
BEGIN BASELINE SURVEY
N = 1,150,185.6729
E = 434,027.7386
(NAD83, WEST ZONE)

MATCHLINE - SEE SHEET 4 OF 8

SCHEDA
ECOLOGICAL ASSOCIATES, INC.
5892 EAST FOWLER AVENUE
TAMPA, FLORIDA 33617
(813) 969-9600

| | |
|--------------|--------------|
| DATE: 8-2010 | DATE: 8-2010 |
| DATE: 8-2010 | DATE: 8-2010 |
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NEAL PRESERVE
HABITAT RESTORATION
GRADING
PLAN

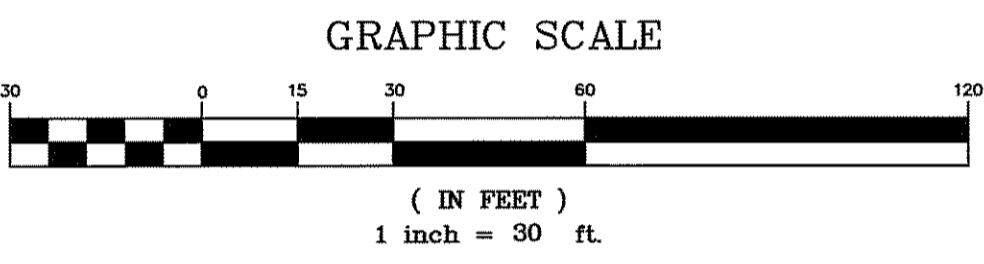
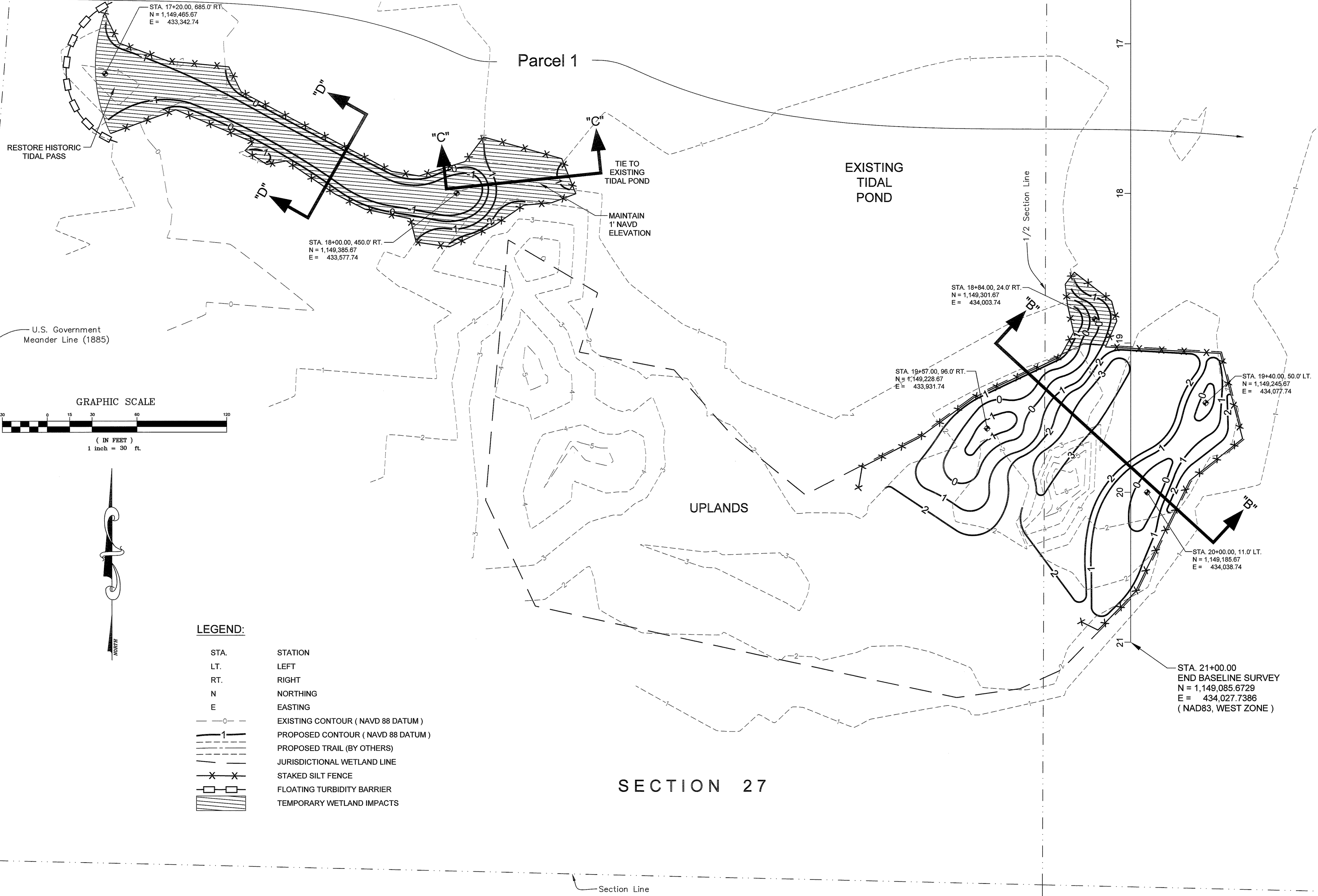
MANATEE
COUNTY

APR 5 2011

SHEET
3 of 8

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SARASOTA BAY



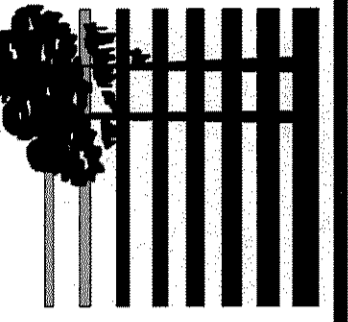
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| | EXISTING CONTOUR (NAVD 88 DATUM) |
| | PROPOSED CONTOUR (NAVD 88 DATUM) |
| | PROPOSED TRAIL (BY OTHERS) |
| | JURISDICTIONAL WETLAND LINE |
| | STAKED SILT FENCE |
| | FLOATING TURBIDITY BARRIER |
| | TEMPORARY WETLAND IMPACTS |

SECTION 27

SECTION 34

SCHEDA
 ECOLOGICAL ASSOCIATES, INC.
 5892 EAST FOWLER AVENUE
 TAMPA, FLORIDA 33617
 (813) 989-9600



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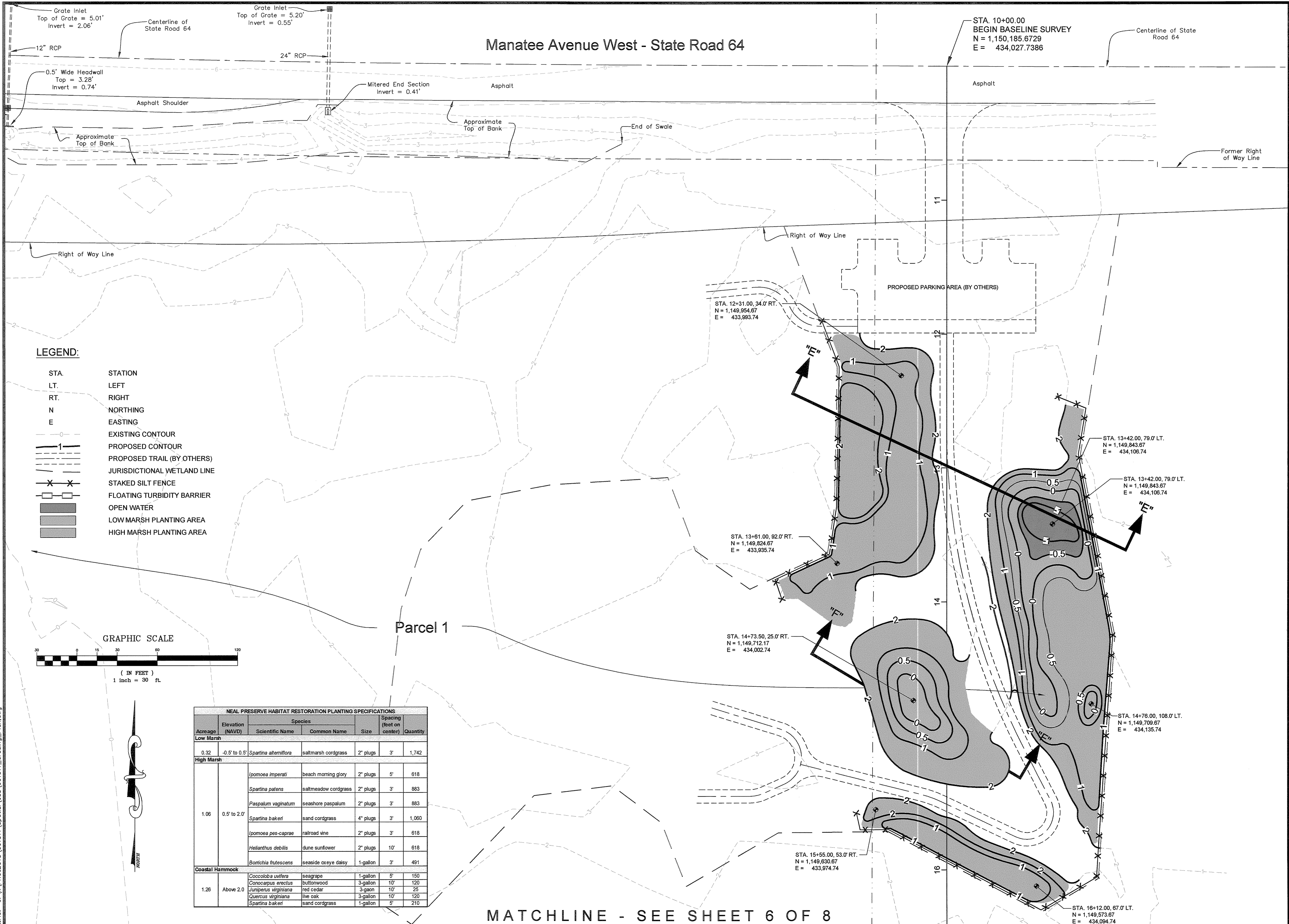
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MANATEE
 COUNTY

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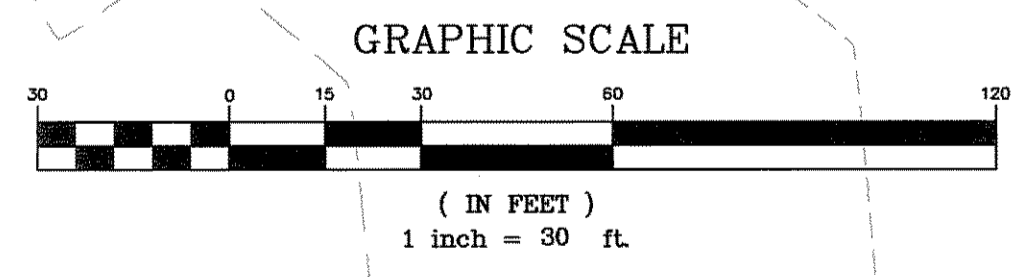
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| | JURISDICTIONAL WETLAND LINE |
| | STAKED SILT FENCE |
| | FLOATING TURBIDITY BARRIER |
| | OPEN WATER |
| | LOW MARSH PLANTING AREA |
| | HIGH MARSH PLANTING AREA |



| NEAL PRESERVE HABITAT RESTORATION PLANTING SPECIFICATIONS | | | | | | |
|---|------------------|------------------------------|----------------------|----------|--------------------------|----------|
| Acreage | Elevation (NAVD) | Scientific Name | Common Name | Size | Spacing (feet on center) | Quantity |
| 0.32 | -0.5' to 0.5' | <i>Spartina alterniflora</i> | saltmarsh cordgrass | 2" plugs | 3' | 1,742 |
| 1.06 | 0.5' to 2.0' | <i>Ipomoea imperati</i> | beach morning glory | 2" plugs | 5' | 618 |
| | | <i>Spartina patens</i> | saltmeadow cordgrass | 2" plugs | 3' | 883 |
| | | <i>Paspalum vaginatum</i> | seashore paspalum | 2" plugs | 3' | 883 |
| | | <i>Spartina bakeri</i> | sand cordgrass | 4" plugs | 3' | 1,060 |
| | | <i>Ipomoea pes-caprae</i> | railroad vine | 2" plugs | 3' | 618 |
| | | <i>Helianthus debilis</i> | dune sunflower | 2" plugs | 10' | 618 |
| 1.26 | Above 2.0' | <i>Borrichia frutescens</i> | seaside oxeye daisy | 1-gallon | 3' | 491 |
| | | <i>Coccoloba unifera</i> | seagrape | 1-gallon | 5' | 150 |
| | | <i>Conocarpus erectus</i> | buttonwood | 3-gallon | 10' | 120 |
| | | <i>Juniperus virginiana</i> | red cedar | 3-gallon | 10' | 25 |
| | | <i>Quercus virginiana</i> | live oak | 3-gallon | 10' | 120 |
| | | <i>Spartina bakeri</i> | sand cordgrass | 1-gallon | 5' | 210 |

MATCHLINE - SEE SHEET 6 OF 8

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 (813) 989-9600

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NEAL PRESERVE
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MANATEE
 COUNTY

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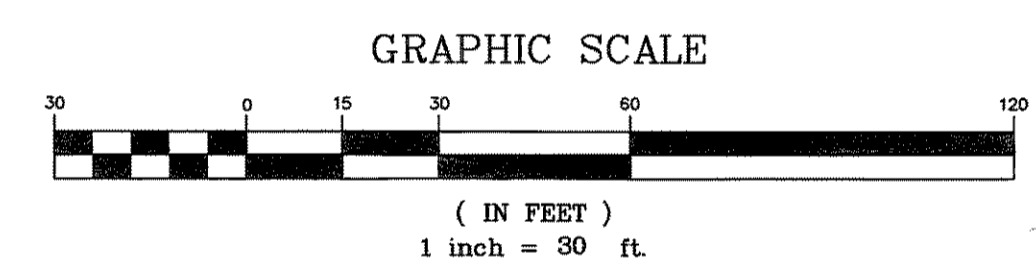
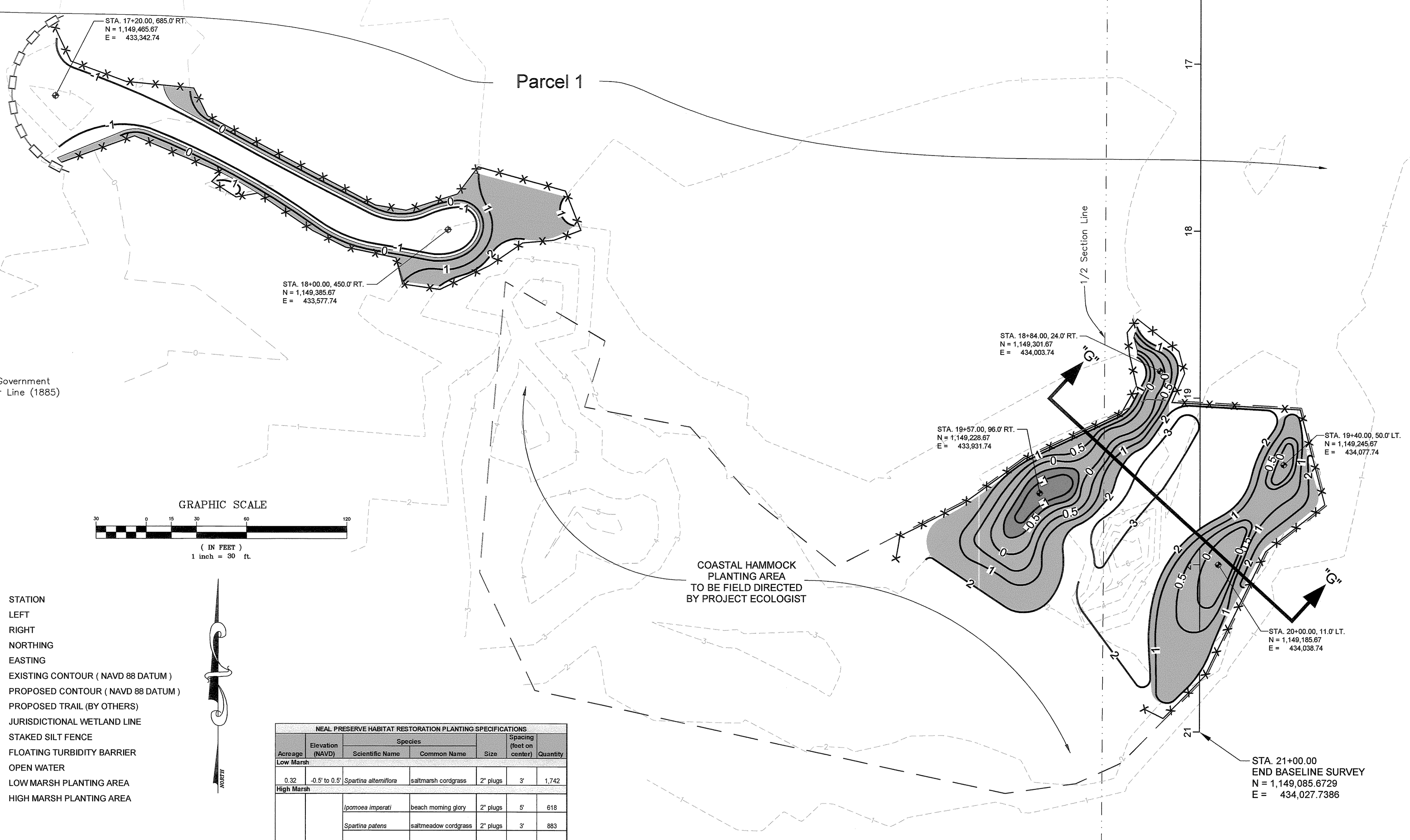
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MANATEE
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APR 5 2011



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| | OPEN WATER |
| | LOW MARSH PLANTING AREA |
| | HIGH MARSH PLANTING AREA |

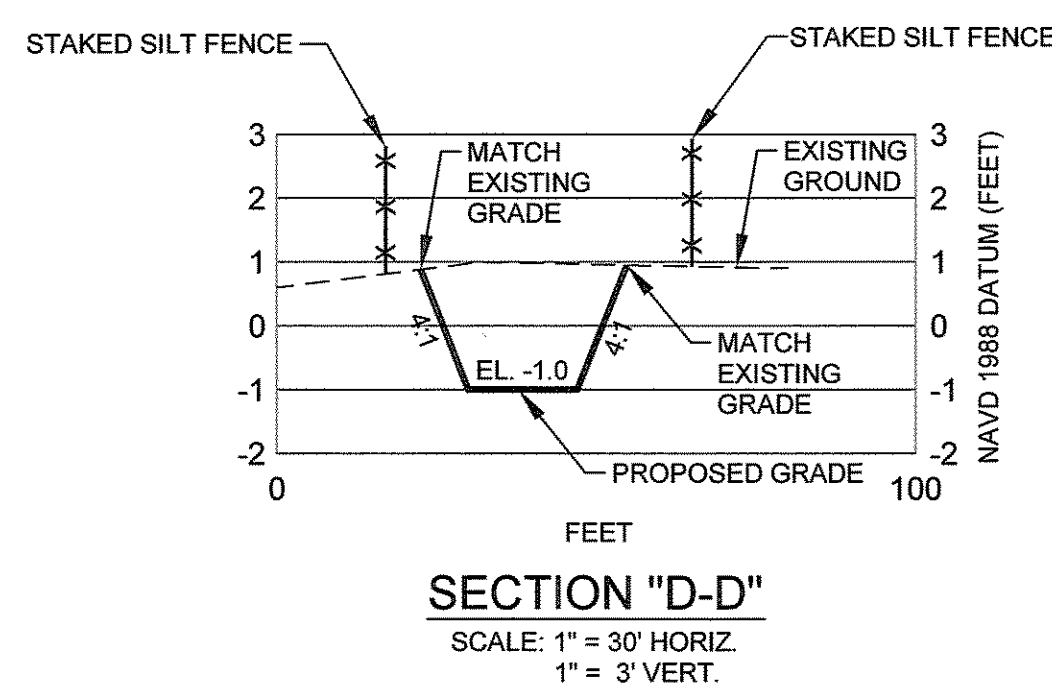
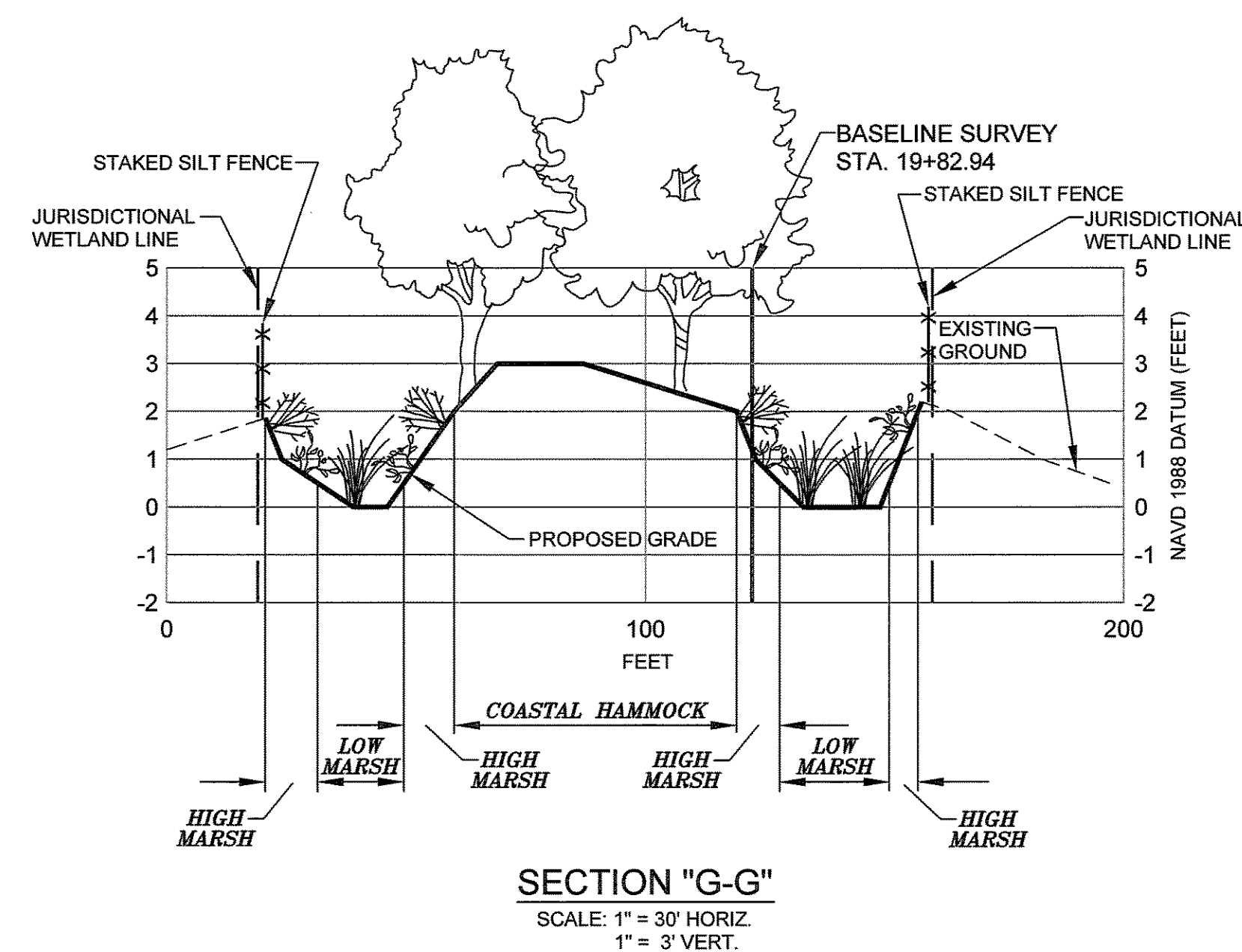
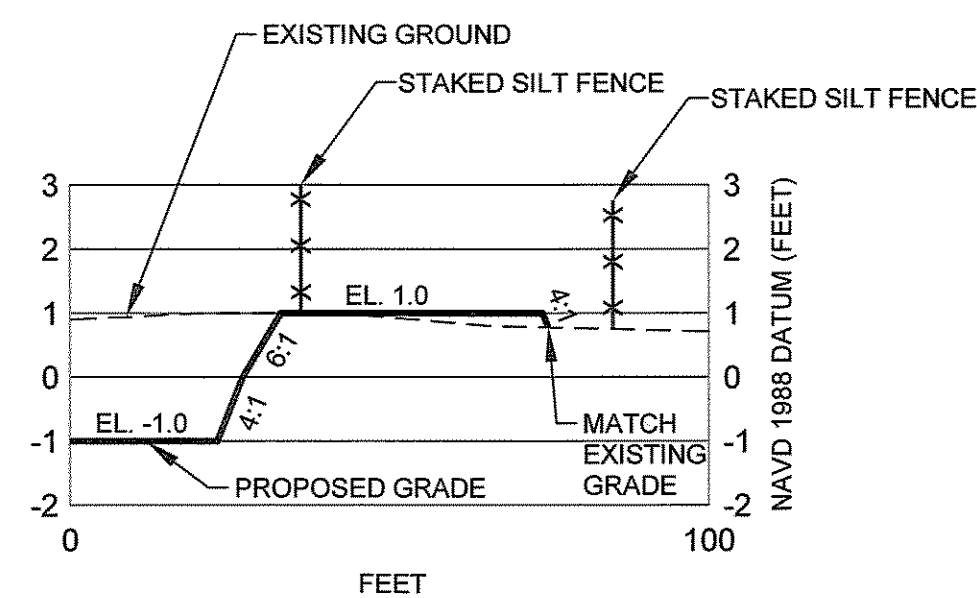
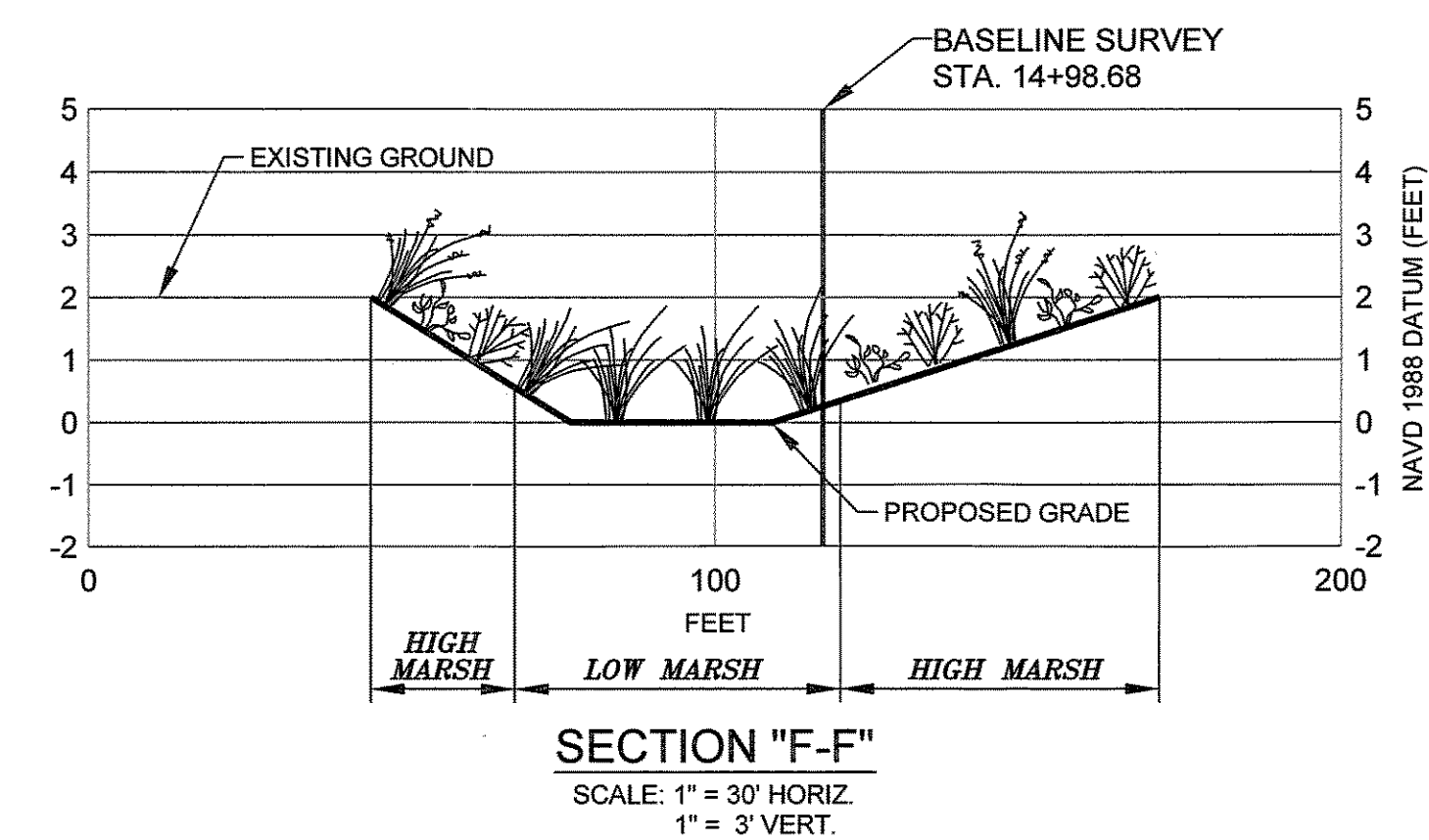
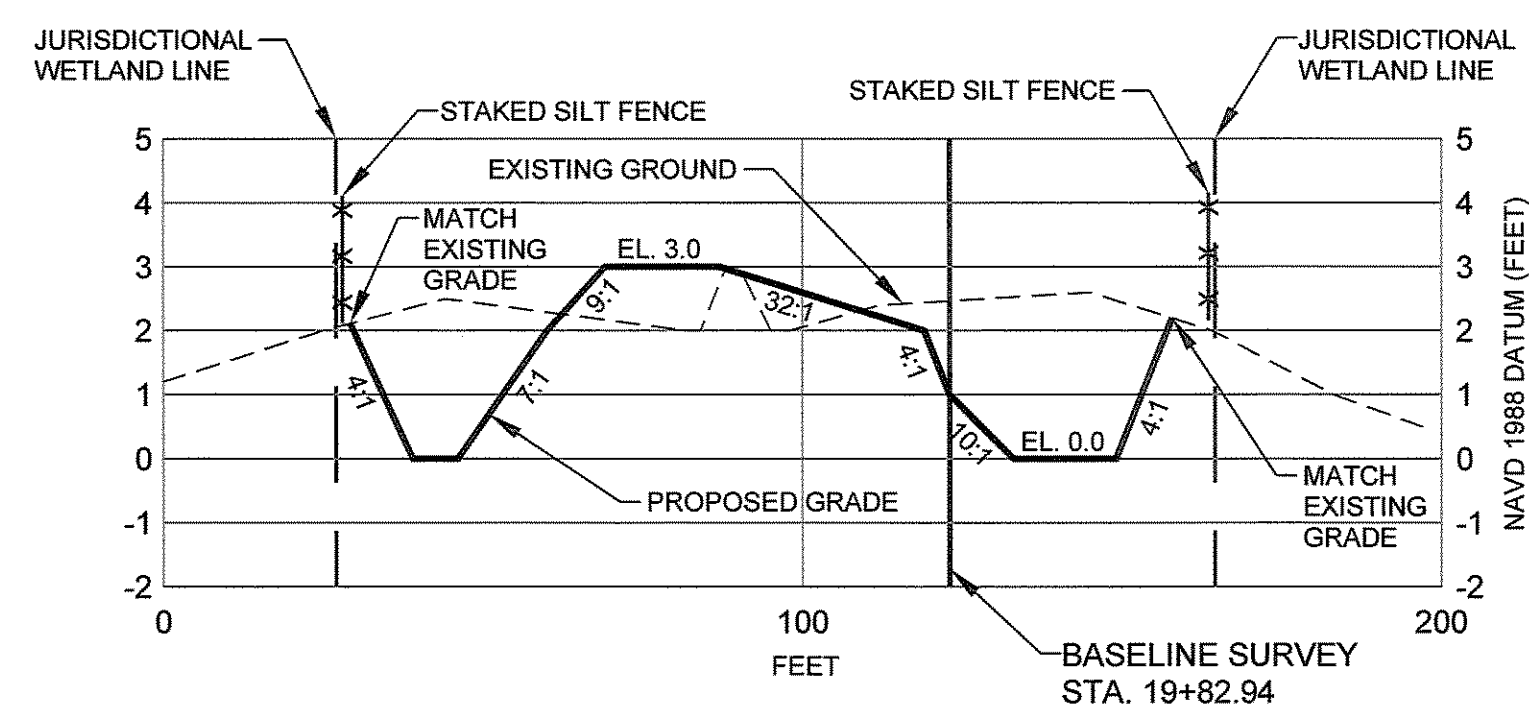
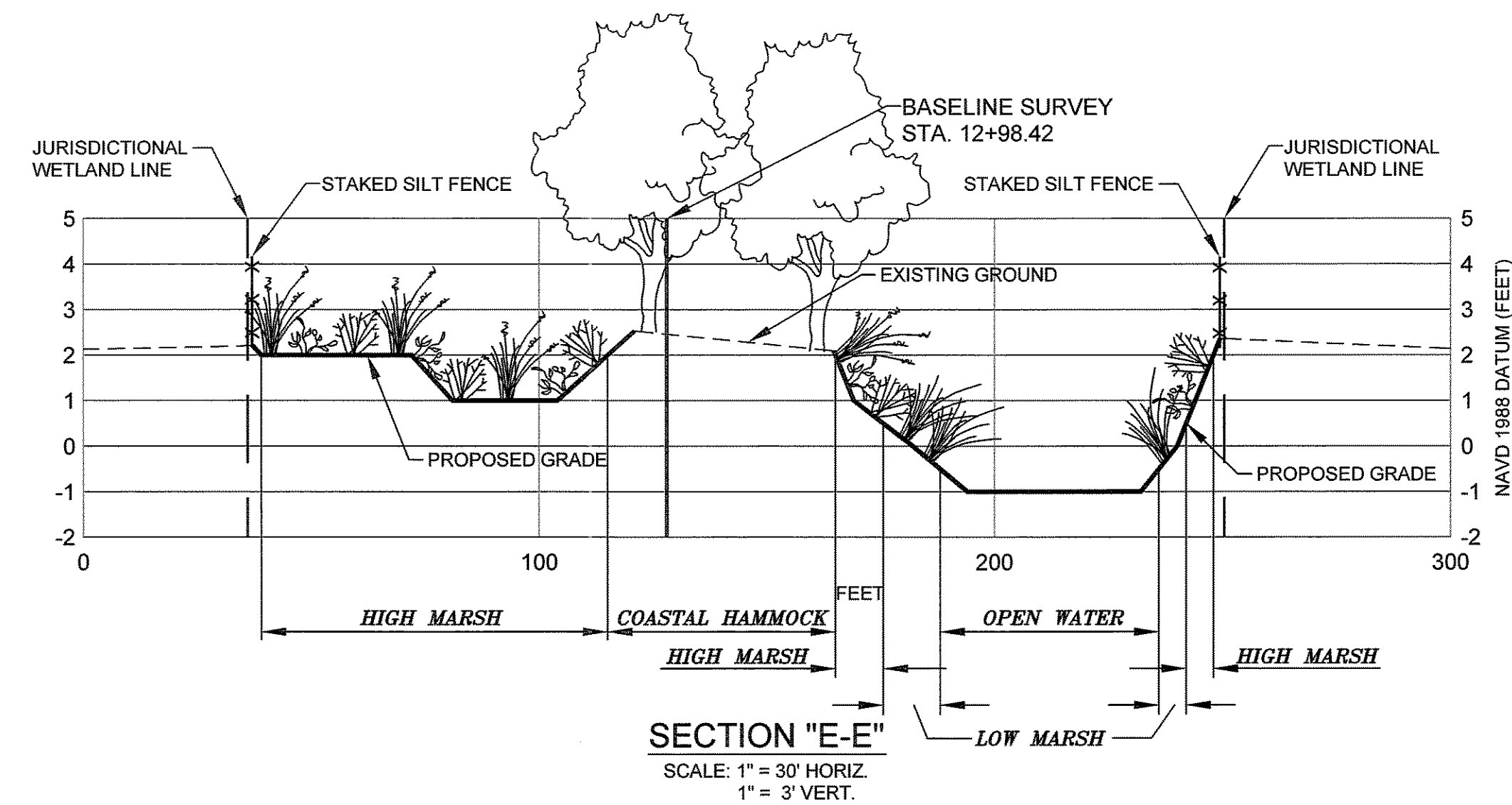
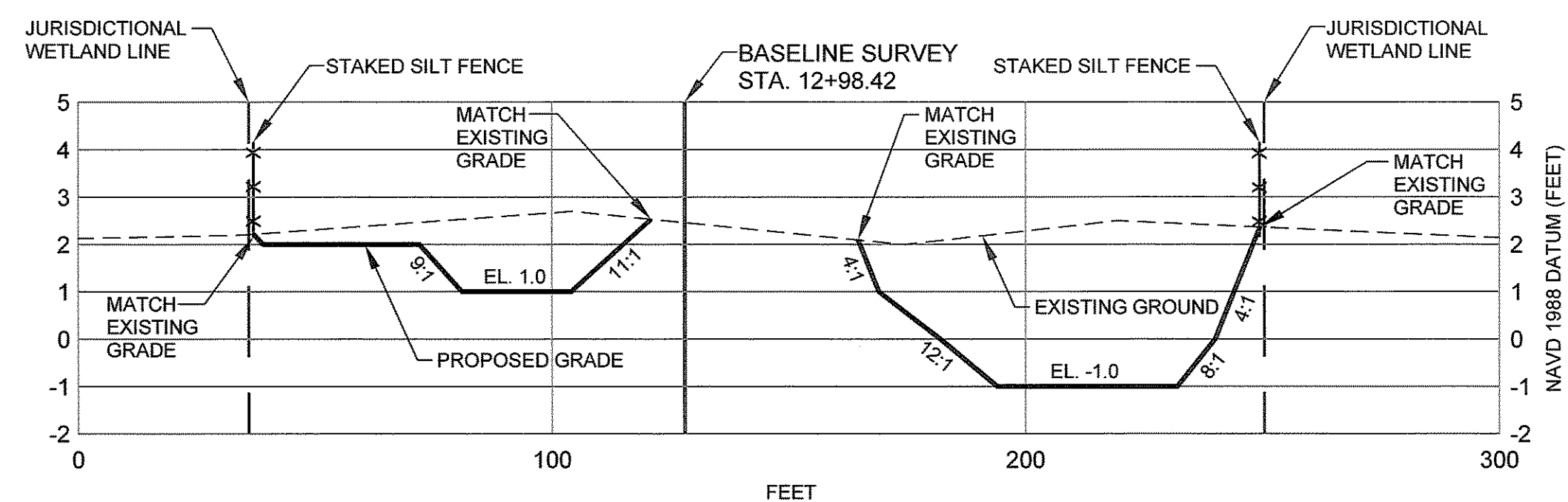


| NEAL PRESERVE HABITAT RESTORATION PLANTING SPECIFICATIONS | | | | | | |
|---|------------------|------------------------------|----------------------|----------|--------------------------|----------|
| Acreage | Elevation (NAVD) | Species | | Size | Spacing (feet on center) | Quantity |
| | | Scientific Name | Common Name | | | |
| 0.32 | -0.5' to 0.5' | <i>Spartina alterniflora</i> | saltmarsh cordgrass | 2" plugs | 3' | 1,742 |
| High Marsh | | | | | | |
| 1.06 | 0.5' to 2.0' | <i>Ipomoea imperati</i> | beach morning glory | 2" plugs | 5' | 618 |
| | | <i>Spartina patens</i> | saltmeadow cordgrass | 2" plugs | 3' | 883 |
| | | <i>Paspalum vaginatum</i> | seashore paspalum | 2" plugs | 3' | 883 |
| | | <i>Spartina bakeri</i> | sand cordgrass | 4" plugs | 3' | 1,060 |
| | | <i>Ipomoea pes-caprae</i> | railroad vine | 2" plugs | 3' | 618 |
| | | <i>Helianthus debilis</i> | dune sunflower | 2" plugs | 10' | 618 |
| | | <i>Bontichia frutescens</i> | seaside oxeye daisy | 1-gallon | 3' | 491 |
| Coastal Hammock | | | | | | |
| 1.26 | Above 2.0' | <i>Coccoloba uvifera</i> | seagrass | 1-gallon | 5' | 150 |
| | | <i>Conocarpus erectus</i> | buttonwood | 3-gallon | 10' | 120 |
| | | <i>Juniperus virginiana</i> | red cedar | 3-gallon | 10' | 25 |
| | | <i>Quercus virginiana</i> | live oak | 3-gallon | 10' | 120 |
| | | <i>Spartina bakeri</i> | sand cordgrass | 1-gallon | 5' | 210 |

SECTION 27

SECTION 34

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GRADING SECTIONS

PLANTING SECTIONS

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NEAL PRESERVE
HABITAT RESTORATION
GRADING AND
PLANTING SECTIONS

MANATEE
COUNTY

APR 5 2011

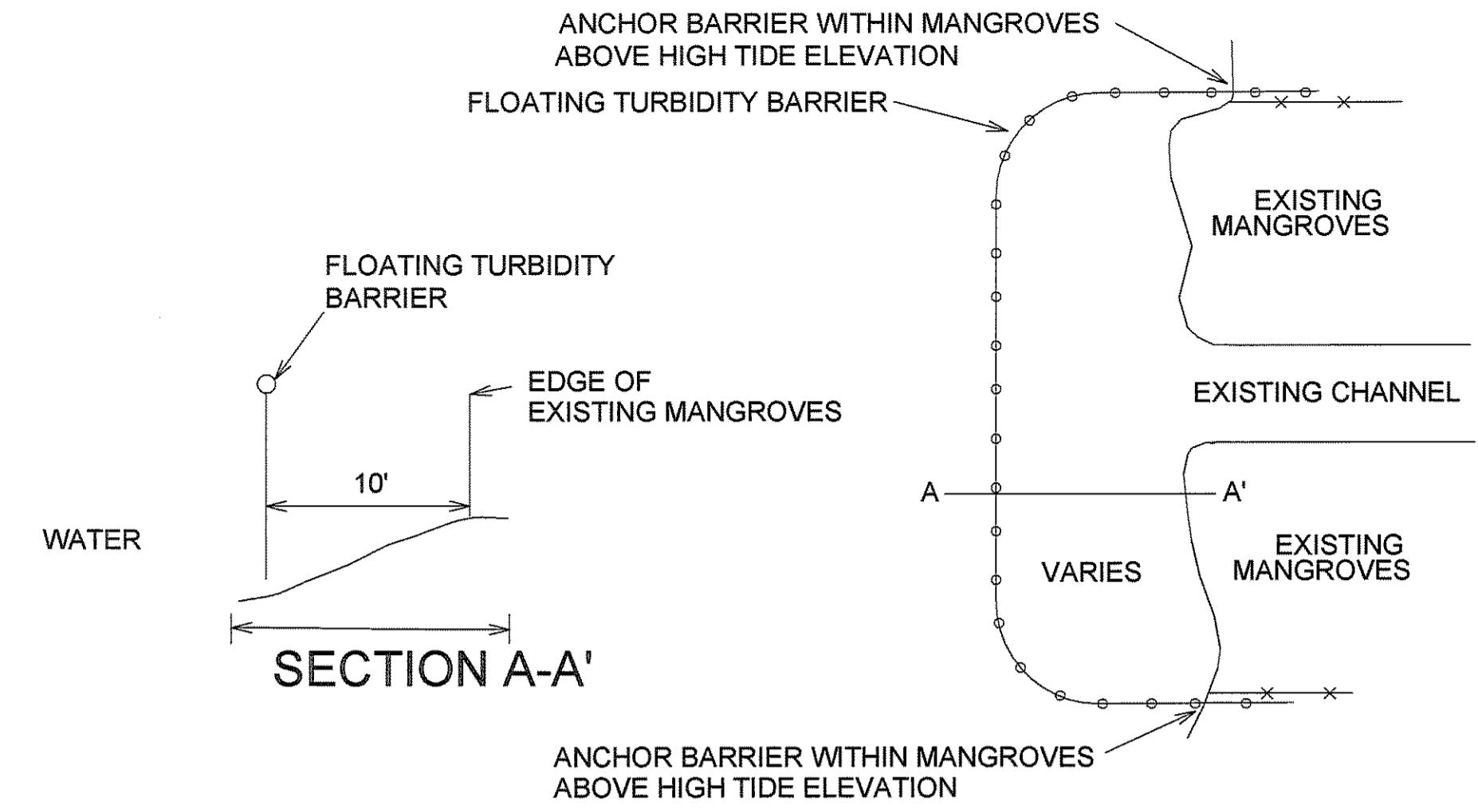
GENERAL NOTES

1. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED PRIOR TO BIDDING TO CONDUCT WHATEVER INVESTIGATIONS THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT MAY BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. THE CONTRACTOR SHALL OBTAIN AND/OR VERIFY EXISTENCE OF ALL REQUIRED PERMITS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NOT FURNISHED BY THE OWNER.
3. PRIOR TO THE START OF CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF UTILITIES WITH THE OWNER OF THE UTILITY. EXISTING UTILITIES AND STRUCTURES ARE SHOWN ACCORDING TO AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER (SUNSHINE 1-800-432-4770) 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
5. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE PROJECT ENGINEER. THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER IMMEDIATELY IF ACTUAL CONDITIONS CONFLICT WITH THAT WHICH IS SHOWN ON THE DRAWINGS.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL NECESSARY CONSTRUCTION STAKING REQUIRED TO INSTALL THE IMPROVEMENTS NOTED ON THESE DRAWINGS. THE COSTS FOR CONSTRUCTION STAKE-OUT SHALL BE INCLUDED IN THE PRICE BID AND NO EXTRA COMPENSATION ALLOWED. LIMITS OF CONSTRUCTION SHALL BE STAKED, INSPECTED, AND ADJUSTED AS REQUIRED BY THE PROJECT ENGINEER PRIOR TO THE INITIATION OF ANY WORK.
7. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT NATIVE UPLAND TREES NOT DESIGNATED TO BE REMOVED BE SAVED AND REMAIN UNDAMAGED DURING CONSTRUCTION. ALL TREE PROTECTION DEVICES SHALL BE INSTALLED AT 20' FOR LARGE TREES / 10' FOR SMALL TREES OR AT THE DRIPLINE (WHICHEVER IS GREATER) AND APPROVED BY THE PROJECT ENGINEER PRIOR TO THE INITIATION OF ANY WORK AT THE PROJECT SITE.
8. THE CONTRACTOR SHALL NOT ENTER UPON, OR IN ANY WAY ALTER, THE WETLAND PRESERVE AREAS THAT MAY BE ONSITE, EXCEPT FOR AUGMENTATION PLANTINGS AND EXOTIC CONTROL. ALL WORK PERFORMED IN THE VICINITY OF OPEN WATER AND/OR WETLANDS IS TO BE PERFORMED IN COMPLIANCE WITH THE ENVIRONMENTAL PERMITS FOR THE SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY FINE RESULTING FROM VIOLATION OF PERMIT CONDITIONS.
9. EXCAVATION
 - (A) ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
 - (B) THE CONTRACTOR SHALL CLEAR AND GRUB TO REMOVE STUMPS, ROOTS, TREES, VEGETATION, AND OBSTRUCTIONS TO THE WORK IN ALL AREAS DESIGNATED FOR SITE GRADING.
 - (C) THE SURVEY INFORMATION CONTAINED HEREIN WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. EXISTING CONTOURS SHOWN REPRESENT INTERPOLATIONS/EXTRAPOLATIONS FROM THE BEST AVAILABLE SURVEY DATA. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.
 - (D) TOPOGRAPHIC SURVEY PROVIDED BY MSB SURVEYING, INC..

PLANTING NOTES:

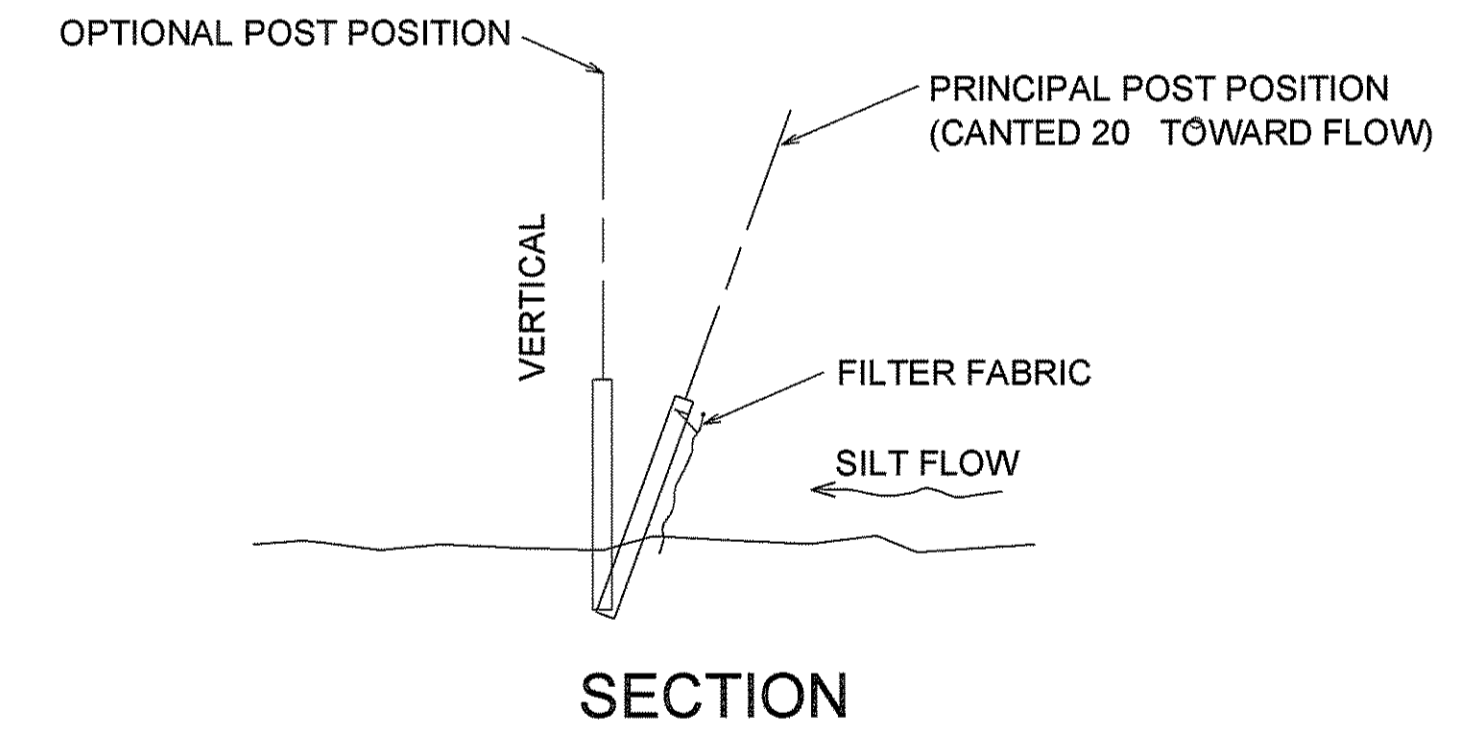
1. PLANTS WILL BE INSTALLED IN RANDOM PATTERNS AT THE CONTRACTOR'S DISCRETION UNLESS OTHERWISE DIRECTED BY THE PLANS OR BY THE PROJECT ECOLOGIST.
2. PLANTS WILL BE INSTALLED AT ELEVATIONS MOST CONDUCIVE FOR THEIR DEVELOPMENT. PLANTING RANGES ARE DEPICTED IN THE "NEAL PRESERVE HABITAT RESTORATION PLANTING SPECIFICATION" CHARTS FOUND ON SHEETS 5 AND 6.
3. GRADES AND SLOPES SHOWN ON THE PLANTING PLANS MAY BE FIELD ALTERED TO ENSURE THAT WATER LEVELS WILL BE ACHIEVED WHICH RESULT IN OPTIMAL PLANT SURVIVAL AND HABITAT VALUES. HOWEVER, GRADE CHANGES MUST BE APPROVED BY APPROPRIATE AGENCIES.
4. POTTED, NURSERY GROWN MATERIAL WILL BE USED, UNLESS OTHERWISE APPROVED. PLANTS WILL BE SELECTED FROM THE PLANT MATERIAL LISTED IN THE "NEAL PRESERVE HABITAT RESTORATION PLANTING SPECIFICATION" CHARTS FOUND ON SHEETS 5 AND 6.
5. IF IT IS DETERMINED THAT MODIFICATIONS TO THE PROJECT DESIGN ARE REQUIRED TO INSURE THE MAXIMUM PROBABILITY OF SUCCESS, THE PROJECT MANAGER MAY MAKE THESE MODIFICATIONS WITH VERBAL APPROVAL FROM THE SWFWMD ENVIRONMENTAL MANAGER. THESE MODIFICATIONS SHALL BE RECORDED AND SUBMITTED IN WRITING AS A REQUEST FOR MODIFICATIONS WITHIN TWO WEEKS OF HAVING RECEIVED VERBAL APPROVAL. ALL APPROVED MODIFICATIONS SHALL BE KEPT AT THE CONSTRUCTION SITE AT ALL TIMES. SEVERAL MODIFICATIONS MAY BE INCLUDED IN ONE REQUEST FOR MODIFICATION.

10. GRADING
 - (A) ALL ROOTS AND OTHER DEBRIS SHALL BE REMOVED FROM WITHIN THE CONSTRUCTION AREAS TO A DEPTH OF AT LEAST 2 FEET BELOW THE PROPOSED GRADE.
 - (B) FINISHED GRADE TOLERANCES SHALL BE +/- 0.20 FEET FOR ALL AREAS BETWEEN 0.5' TO 3.0'. GRADE TOLERANCE FOR REMAINING AREAS SHALL BE +/- 0.33 FEET. THE AVERAGE OF ALL DEVIATIONS FOR THE DESIGN CONTOURS SHALL NOT EXCEED 50% OF EITHER THE + OR - TOLERANCES.
 - (C) THE CONTRACTOR IS TO PLACE APPROXIMATELY 1873 CY OF FILL MATERIAL ON SITE (REFER TO SHEET 3 OF 8 FOR PLACEMENT AREAS). REMAINING FILL MATERIAL IS TO BE PLACED OFF-SITE ON MANATEE COUNTY OWNED PROPERTY NORTH OF SR 64 (PERICO PRESERVE) AS DIRECTED BY THE FIELD ENGINEER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALCULATE AND VERIFY ALL CUT AND FILL QUANTITIES OF EARTHWORK FOR THE PROJECT. A BULKING FACTOR SHOULD BE TAKEN INTO ACCOUNT WHEN FIGURING VOLUMES OF FILL PLACEMENT.
 - (D) IMMEDIATELY BEFORE REQUESTING FINAL INSPECTIONS BY THE PROJECT ENGINEER, THE CONTRACTOR SHALL CHECK ALL LINES AND DRESS TO THE PROPER CONTOURS. ALL AREAS ARE TO BE STABILIZED. THESE AREAS ARE TO BE MAINTAINED UNTIL ACCEPTANCE. WHEN UPLAND AND WETLAND PLANTING AREAS ARE INDICATED ON DRAWINGS OR SPECIFIED, THE CONTRACTOR SHALL MAKE ALLOWANCES WHEN ROUGH GRADING FOR THE FINISHED GRADES IN THESE AREAS. TRANSITION GRADING BETWEEN EXISTING GRADES AND DESIGN CONTOURS SHALL BE AT GRADING LIMITS.
11. EROSION AND SEDIMENT CONTROL
 - (A) THE CONTRACTOR SHALL ERECT SILT FENCES AND FLOATING TURBIDITY BARRIERS PRIOR TO COMMENCING ANY GRADING WORK.
 - (B) REQUIRED EROSION CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED AS REQUIRED THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRIERS WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTER 40D-40 F.A.C.
 - (C) WATER QUALITY STANDARDS SHALL BE MAINTAINED PURSUANT TO SECTION 62-302, 62-4.242, AND 62-4.244 F.A.C.
 - (D) ALL EROSION PROTECTION SHALL BE MAINTAINED BY THE CONTRACTOR IN COMPLIANCE WITH SWFWMD, MANATEE COUNTY, AND NPDES PERMIT REQUIREMENTS THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT THE EROSION CONTROL DEVICES DAILY AND WITHIN 4 HOURS AFTER EVERY RAINFALL EVENT OF 0.25 INCHES OR MORE. ALL MAINTENANCE SHALL BE PERFORMED WITHIN 24 HOURS OF INSPECTION.
 - (E) ALL PRACTICABLE AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIAL TO INLETS, WETLANDS, AND MARSH AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED. SUCH EFFORTS WILL BE IDENTIFIED BY THE PROJECT ENGINEER.
 - (F) THE CONTRACTOR SHALL CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT AND SHALL USE STRAW, MULCH, WATER, OR OTHER SUITABLE MATERIAL AS REQUIRED.
 - (G) THE CONTRACTOR SHALL MAINTAIN TURBIDITY BARRIERS UNTIL COMPLETION AND ACCEPTANCE OF ALL GRADING AND PLANTING.
 - (H) THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL (TURBIDITY BARRIERS, HAY BALES, OR OTHER AS APPROVED) AT ALL GRADED AREAS AFTER GRADING IS COMPLETE. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL PLANTING AND GROUND COVER IS ESTABLISHED.
 - (I) COSTS FOR PROVIDING, MAINTAINING AND REMOVING EROSION AND SEDIMENT CONTROL WHERE NO SPECIFIC ITEM IS PROVIDED SHALL BE INCLUDED IN THE CONSTRUCTION GRADING COSTS.
 - (J) EROSION CONTROL DEVICES (ie SILT FENCE, FLOATING TURBIDITY BARRIER) ARE DEPICTED IN APPROXIMATE LOCATIONS AND SHALL BE ADJUSTED AS NECESSARY WITH THE DIRECTION OF THE PROJECT ENGINEER IN ORDER TO AVOID EXISTING NATIVE PLANTS AND PRESERVATION AREAS.

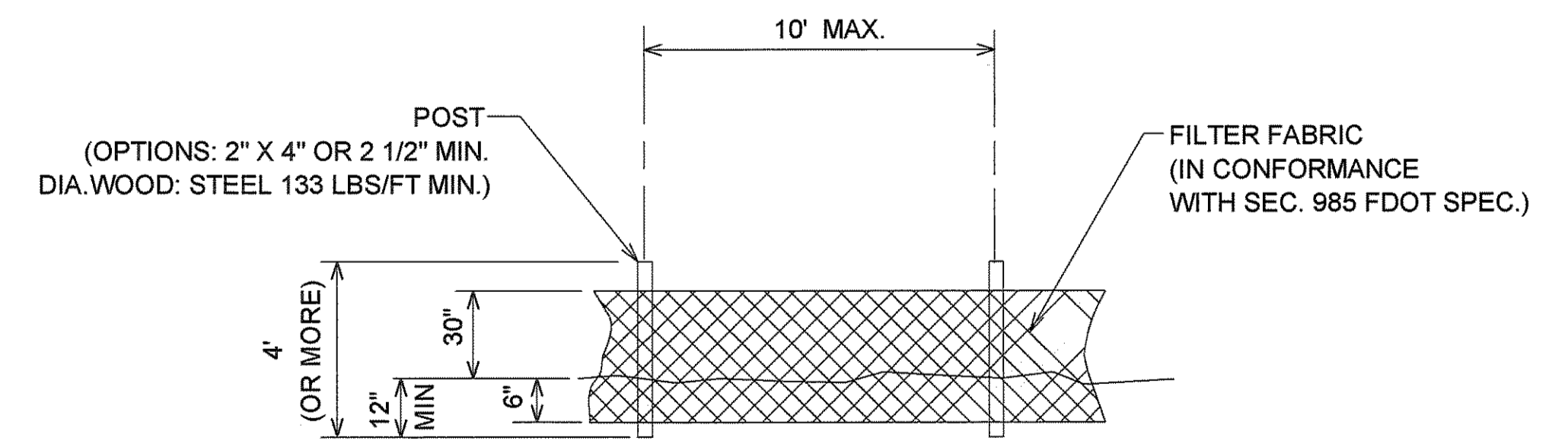


FLOATING TURBIDITY BARRIER DETAIL

N.T.S.



SECTION



ELEVATION

SILT FENCE DETAIL

N.T.S.

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ECOLOGICAL ASSOCIATES, INC.
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 TAMPA, FLORIDA 33617
 (813) 989-9600

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| 1. Add sheet reference to Planting Notes 2 & 4 | |
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NEAL PRESERVE
 HABITAT RESTORATION
 GENERAL NOTES
 AND DETAILS

MANATEE
 COUNTY

4-13-11

WilsonMiller



Stantec

MITIGATION PROPOSAL

FOR

NEAL PRESERVE OFFSITE MITIGATION AT PERICO PRESERVE (MITIGATION AREA NP-1)

**MANATEE COUNTY
SECTION 27, TOWNSHIP 34 SOUTH, RANGE 16 EAST**

***PREPARED FOR:*
MANATEE COUNTY
P.O. BOX 1000
BRADENTON, FL 34205**

***PREPARED BY:*
WILSONMILLER STANTEC
6900 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240**

NOVEMBER 2010

TABLE OF CONTENTS

MITIGATION PLAN

- I. Overview
- II. Mitigation Area Site Conditions and Proposed Actions
 - A. Soil Conditions
 - B. Topography
 - C. Hydrologic Features
 - D. Existing Vegetation Communities
 - E. Construction Drawings
 - F. Construction Activities and Schedule
 - Table 1: Proposed Construction, Monitoring and Maintenance Schedule
 - G. Planting Plan and Sources
 - Table 2: Mitigation Area NP-1 Planting Specifications
- III. Mitigation Monitoring Methodology
- IV. Summary

APPENDICES

- 1 Uniform Mitigation Assessment Method (UMAM) Data Sheets
- 2 Soils Map
- 3 Topography and Hydrologic Features Map
- 4 Neal Preserve Offsite Mitigation Area NP-1 Construction Drawings
- 5 Habitat Map

I. OVERVIEW

The purpose of this document is to provide reasonable assurance that the mitigation proposed at Perico Preserve (Mitigation Area NP-1) will offset the anticipated decrease in function from the proposed wetland impacts at Neal Preserve. This document also serves to provide detailed information on how this mitigation proposal will be implemented and ultimately successful in providing viable and sustainable ecological and hydrological functions to offset the functional loss associated with the proposed wetland impact.

The Southwest Florida water Management District (SWFWMD) requires mitigation to offset primary and secondary wetland impacts associated with the installation of oversized boardwalks over 0.14 acres of wetland that is primarily vegetated with black mangrove (*Avicennia germinans*). The use of oversized boardwalks is required by grant funding for the Neal Preserve Project. Therefore, the mitigation proposed has been designed to provide regional ecological value and greater long term ecological value than the impact assessment area in accordance with Section 3.2.1.2b. of SWFWMD's Basis of Review.

In order to quantify functional loss for the proposed impact and relative functional gain from the proposed mitigation functional analyses of the impact and mitigation areas were performed using the Uniform Mitigation Assessment Method (UMAM). The UMAM forms were completed by Cliff Ondercin of the Southwest Florida Water Management District and are included in Appendix 1. As determined by UMAM analysis from the impact and mitigation assessment areas, the required mitigation area acreage is 0.09. However, since acceptable elimination and reduction of impacts was not possible due to design requirements imposed by the grant, the mitigation was expanded to 0.29 acres, of which 0.21 acres will be densely planted in mangroves. The additional 0.08 acres will be planted with native salt tolerant species typical of high marsh to provide additional habitat and stabilize slopes of the created wetland. Great care was taken when locating a suitable mitigation area to avoid any impacts to quality upland habitats. Furthermore the mitigation area will be located in a regionally significant park that will be focused on ecological restoration.

II. MITIGATION AREA SITE CONDITIONS AND PROPOSED ACTIONS**A. Soil Conditions**

Soils within the mitigation area are mapped as EauGallie fine sand. The project ecologist dug a 24 inch deep soil pit and made no observations of soil conditions that would hamper success of the proposed mitigation. The upper 6 inches consisted of dark gray fine sand with brownish gray fine sand to 24 inches. No clays or hardened substrata were found. Soils within the adjacent mangrove forest are mapped as Estero muck. A soils map is included with this submittal (Appendix 2).

B. Topography

The proposed mitigation area is located in uplands directly east of an existing mangrove forest. Area topography is shown on the attached Topography and Hydrologic Features Map (Appendix 3). Existing topography within the proposed mitigation area was determined using spot elevations relative to a temporary bench mark set in the area (TBM D1). The temporary bench mark is a nail on the north side at the base of a 12-inch diameter cabbage palm was set at an assumed elevation of 100.0 feet. The TBM and all spot elevations are shown on sheet 2 of 3 of the mitigation area plans (Appendix 4).

An appropriately designed bottom elevation for the mitigation area was determined using reference elevations taken in the adjacent mangrove forest. For example, healthy black mangroves were observed thriving between elevations 97.8 and 98.8 and commonly found around elevation 98.0. A spot elevation of 98.9 feet was shot at the upland limits of back mangrove pneumatophores. This elevation is likely the upper elevation that will support mangroves.

C. Hydrologic Features

The most significant hydrologic feature relative to the proposed mitigation area is the area of existing adjacent mangrove forest which is contiguous with Perico Bayou and Anna Maria Sound. These features are shown on the attached Topography and Hydrologic Features Map (Appendix 3). The mitigation area will have a direct surface water connection to the adjacent mangrove forest during high tides when the mangroves are inundated. The mitigation area will also receive a limited amount of surface water run off from adjacent uplands.

D. Existing Vegetation Communities

Vegetation within the footprint of the proposed mitigation area is composed of cut and treated Brazilian pepper trees (*Schinus terebinthifolius*) which extend south and east for approximately 30 to 60 feet where the ground cover then changes to maintained pasture. The footprint of the mitigation area was purposely located to impact only uplands previously dominated by Brazilian pepper trees. Directly west of the mitigation area is a strip of upland habitat dominated by live oak (*Quercus virginiana*) and buttonwood (*Conocarpus erectus*) with an understory of scattered saw palmetto (*Serenoa repens*). This area is approximately ten feet wide near the north end of the mitigation area and thirty feet wide at the southern extent of the mitigation area. The location of the connection swale and mitigation area interface is dominated by a small stand of strawberry guava (*Psidium cattleianum*), an invasive exotic species that will be removed during construction of the mitigation area. West of the strip of native vegetation is an extensive mangrove forest. North of the mitigation area is an area of oak hammock. All native habitats will remain undisturbed by the construction of the mitigation area. Existing desirable habitats in the direct vicinity of the mitigation area are shown on the attached plans and will not be impacted by the construction. Habitats for the Perico Preserve property as a whole are shown on the attached Habitat map (Appendix 5).

E. Construction Drawings

Construction Drawings are included with this mitigation Proposal (Appendix 4). These plans were prepared by WilsonMiller Stantec Ecologist Damon Moore and Project Engineer Quince Sellers, P.E. Any questions regarding these plans should be directed to these individuals.

F. Construction Activities and Schedule

The mitigation area will be constructed as shown on the construction drawings using machinery and supervised by a qualified Ecologist. Construction will likely be completed in less than one week. All excavated material will be removed from the site and properly stored in uplands for later use at Perico Preserve. Silt fence will be installed around the entire project area and all side slopes will be planted soon after completion of construction to prevent excessive erosion. The connection swale will be hand dug and all excavated material will be removed from the existing mangrove forest.

Following construction and verification that proper elevations have been achieved, the mitigation area will be planted under the supervision of a qualified ecologist and put on a

schedule of monitoring and maintenance. All monitoring will be conducted by a qualified ecologist who will make recommendations for appropriate maintenance measures to encourage mitigation success. Maintenance will consist of a combination of hand removal and selective herbicide applications.

Table 1: Proposed Construction, Monitoring and Maintenance Schedule

| Activity* | Schedule |
|--|----------------|
| Permits Issuance (PI) | PI |
| Construction of Mitigation Area | PI ± 1 Month |
| As-Built Survey | PI ± 2 Months |
| Planting of Mitigation Area | PI ± 3 Months |
| Submittal of As-Built Drawings | PI ± 3 Months |
| Time Zero Monitoring Report Submittal (TZ) | TZ |
| Ecologist Site Inspection | TZ ± 6 Months |
| 1st Semiannual Maintenance Event** | TZ ± 7 Months |
| 2nd Annual Monitoring Report Submittal*** | TZ ± 12 Months |
| 2nd Semiannual Maintenance Event** | TZ ± 13 Months |
| Ecologist Site Inspection | TZ ± 18 Months |
| 3rd Semiannual Maintenance Event** | TZ ± 19 Months |
| 2nd Annual Monitoring Report Submittal*** | TZ ± 24 Months |
| 4th Semiannual Maintenance Event** | TZ ± 25 Months |
| Ecologist Site Inspection | TZ ± 30 Months |
| 5th Semiannual Maintenance Event** | TZ ± 31 Months |
| 3rd Annual Monitoring Report Submittal*** | TZ ± 36 Months |
| 6th Semiannual Maintenance Event** | TZ ± 37 Months |
| Ecologist Site Inspection | TZ ± 42 Months |
| 7th Semiannual Maintenance Event** | TZ ± 43 Months |
| 4th Annual Monitoring Report Submittal*** | TZ ± 48 Months |
| 8th Semiannual Maintenance Event** | TZ ± 49 Months |
| Ecologist Site Inspection | TZ ± 54 Months |
| 5th Annual Monitoring Report Submittal*** | TZ ± 60 Months |

Notes:

*All activities are subject to delays. Schedule will be coordinated with SWFWMD staff.

** Maintenance events will be performed if deemed necessary during monitoring

*** Release from monitoring may be requested if site has met permit defined success criteria

G. Planting Plan and Sources

Plantings will consist of appropriate salt tolerant native species with the goal of creating functioning and self-sustaining mangrove habitat (Table 2). Planting specifications are shown below and on Page 2 of 3 of the attached plan set (Appendix 4). All planting material will consist of locally grown nursery stock and must be approved for planting by the Project Ecologist prior to installation.

Table 2: Mitigation Area NP-1 Planting Specifications:

| Common Name | Scientific Name | Zone | Size | Spacing | Quantity |
|---------------------|------------------------------|------|-------|------------|----------|
| Marsh Hay Cordgrass | <i>Spartina patens</i> | A | BR | 2' O.C. | 872 |
| White Mangrove | <i>Laguncularia racemosa</i> | A/B | 1 Gal | 10' Linear | 44 |
| Black Mangrove | <i>Avicennia germinans</i> | B | 4" LN | 3' O.C. | 1,017 |

III. MITIGATION MONITORING METHODOLOGY

Monitoring of the mitigation area will be conducted annually using a combination of qualitative and quantitative methods and photographic documentation. The proposed locations of monitoring transects and photography stations are shown on page 2 of 3 of the attached plan set (Appendix 4). Qualitative monitoring shall consist of an overall assessment of the entire mitigation area and by zones providing details on the current condition and any proposed changes in management strategies. Notes will be taken on the survival and growth of planted species. A visual estimate of the species diversity and aerial coverage within each planting zone and observations regarding the connection swale and any other relevant features will be recorded.

Quantitative data will be collected along two permanent 50 foot transects to be field demarcated using four 2-inch diameter white PVC pipes that are to be 6 feet above the ground surface after installation. Utilizing the line intercept method, an ecologist will determine the coverage of mangroves. The height of each individual mangrove tree located nearest to each 10-foot interval of measuring tape will be recorded. For example, the heights will be recorded of each individual planted mangrove nearest to 0 feet, 10 feet, 20 feet, 30 feet, 40 feet, and 50 feet along the measuring tape.

Photographic documentation will occur using four permanent photography stations to be field demarcated using sections of 2-inch diameter white PVC pipe that are to be 6 feet above ground surface after installation. Photographs will be taken at each station in the direction shown on the attached plan set during each monitoring event to provide visual documentation of the changes in site characteristics over time.

IV. SUMMARY

Criteria for mitigation success of the proposed offsite mitigation area at Perico Preserve will be included in the Environmental Resource Permit for the Neal Preserve. If this mitigation proposal is implemented as designed the offsite mitigation area should provide quality mangrove habitat and adequately compensate for the proposed wetland impacts at the Neal Preserve. This created area will also compliment future upland and wetland restoration activities planned to occur at Perico Preserve. Any questions regarding the contents of this mitigation proposal should be directed to Mr. Damon Moore of WilsonMiller Stantec at (941) 907-6900.



**Proposed Mitigation Plan for
Perico Preserve Restoration Project
(Mitigation Area NP-1)
November 2010**



APPENDIX 1

UNIFORM MITIGATION ASSESSMENT METHOD (UMAM) DATA SHEETS

**PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)**

| | | | | |
|---|---|--|---|-------------------------------------|
| Site/Project Name Neal Preserve - Park Development | | Application Number | Assessment Area Name or Number Boardwalk - mangrove | |
| FLUCCs code 612 - Mangrove swamp | Further classification (optional) n/a | | Impact or Mitigation Site? Impact | Assessment Area Size 0.14 |
| Basin/Watershed Name/Number Perico Bay | Affected Waterbody (Class) Class III | Special Classification (i.e.OFW, AP, other local/state/federal designation of importance) OFW | | |
| <p>Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands</p> <p>The project site is located on the Neal Preserve which was recently purchased by Manatee County to develop a public nature preserve. The site contains extensive natural areas such as mature mangrove fringe and saltern. The northern portion of the site has been impacted by exotic vegetation encroachment. The site is peninsular that is surrounded by water and is in close proximity to the Perico Bayou Preserve, which is contiguous with the Robinson Preserve. The site contains archeological resources that have been entered on the national registry.</p> | | | | |
| <p>Assessment area description</p> <p>The project area occurs within a tidal mangrove fringe. The project sites consists primarily of mature black mangroves (<i>Avicennia germinans</i>)..</p> | | | | |
| Significant nearby features SR64, archeological resources, extensive onsite mangrove fringe and saltern | | Uniqueness (considering the relative rarity in relation to the regional landscape.) not unique | | |
| Functions water quality, surge protection, nutrient recycling, habitat, foraging, nesting, food chain support, denning | | Mitigation for previous permit/other historic use none | | |
| Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) wading birds, migratory shorebirds, reptiles, small mammals, invertebrates | | Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) osprey (SSC) | | |
| <p>Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):</p> <p align="center">fiddler crabs</p> | | | | |
| <p>Additional relevant factors:</p> <p>The project is part of a Manatee County park development project that will enhance passive recreation and ecological awareness for the public.</p> | | | | |
| Assessment conducted by: Cliff Ondercin | | Assessment date(s): | | |

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

| | | |
|---|---|--|
| Site/Project Name Neal Preserve | Application Number | Assessment Area Name or Number Boardwalk - mangroves |
| Impact or Mitigation Impact | Assessment conducted by: Cliff Ondercin | Assessment date: 14-Jul-10 |

Scoring Guidance
 The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

| Optimal (10) | Moderate(7) | Minimal (4) | Not Present (0) |
|---|--|---|--|
| Condition is optimal and fully supports wetland/surface water functions | Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions | Minimal level of support of wetland/surface water functions | Condition is insufficient to provide wetland/surface water functions |

| | |
|--|---|
| <p>.500(6)(a) Location and Landscape Support</p> <p>w/o pres or current: 8 with: 6</p> | <p>Current: The location and landscape support that is currently provided to the site is adequate to perform functions necessary to benefit fish and wildlife relative to Part I. In this case, the landscape support consists of the 169 acre Neal Preserve which contains extensive mangrove fringes, salt tern, and salt marsh that is owned and maintained by Manatee County. Landscape support is also provided to the project area from Perico Bayou, which is part of the Sarasota Bay estuarine system. Areas surrounding the Park consists of park lands, medium density residential, and light commercial. With Impact: The proposed boardwalks will introduce people and trash that will cause secondary impacts that will lower the location of the area in the post developed condition.</p> |
| <p>.500(6)(b) Water Environment (n/a for uplands)</p> <p>w/o pres or current: 8 with: 8</p> | <p>Current: The water environment consists of tidal influences from Perico Bay. Water quality of the Bay has been historically impacted by nutrient loading. With Impact: The proposed project will not impact the timing, depth, frequency, saturation, flow, or water quality of the site as the structure will be elevated.</p> |
| <p>.500(6)(c) Community structure</p> <p>1. Vegetation and/or 2. Benthic Community</p> <p>w/o pres or current: 8 with: 2</p> | <p>Current: The community structure consists of mature black mangroves and red mangroves that comprise a dense mangrove fringe over a sandy substrate. With Impact: The boardwalk will have direct impacts for the construction and shading from the size of the proposed boardwalk, as well as due to the low height of the structure mature mangroves will not be able to survive under the structure.</p> |

| |
|---|
| Score = sum of above scores/30 (if uplands, divide by 20) |
| current or w/o pres: 0.8 with: 0.53 |

| |
|----------------------------------|
| If preservation as mitigation, |
| Preservation adjustment factor = |
| Adjusted mitigation delta = |

| |
|-----------------------------|
| For impact assessment areas |
| FL = delta x acres = .04 |

| |
|------------------------|
| Delta = [with-current] |
| 0.27 |

| |
|-----------------------|
| If mitigation |
| Time lag (t-factor) = |
| Risk factor = |

| |
|---------------------------------|
| For mitigation assessment areas |
| RFG = delta/(t-factor x risk) = |

Form 62-345.900(2), F.A.C. [effective date]

**PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)**

| | | | | |
|--|---|--|---|---|
| Site/Project Name Neal Preserve - Park Development | | Application Number | Assessment Area Name or Number Mitigation | |
| FLUCCs code 612 - Mangrove swamp | Further classification (optional) n/a | | Impact or Mitigation Site? Mitigation | Assessment Area Size 0.29 acres |
| Basin/Watershed Name/Number Perico Bay | Affected Waterbody (Class) Class III | Special Classification (i.e.OFW, AP, other local/state/federal designation of importance) OFW | | |
| Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands The project site is located on the Perico Preserve which was recently purchased by Manatee County to develop a public nature preserve. The site contains extensive natural areas such as mature mangrove fringe and saltern. | | | | |
| Assessment area description The project area occurs within uplands, adjacent to a tidal mangrove fringe. | | | | |
| Significant nearby features Perico Bayou and Robinson Preserve | | Uniqueness (considering the relative rarity in relation to the regional landscape.) not unique | | |
| Functions water quality, surge protection, nutrient recycling, habitat, foraging, nesting, food chain support, denning | | Mitigation for previous permit/other historic use none | | |
| Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found) wading birds, migratory shorebirds, reptiles, small mammals, invertebrates | | Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area) osprey (SSC) | | |
| Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.): fiddler crabs | | | | |
| Additional relevant factors: The project is part of a Manatee County park development project that will enhance passive recreation and ecological awareness for the public. | | | | |
| Assessment conducted by: Cliff Ondercin | | Assessment date(s): | | |

Form 62-345.900(1), F.A.C. [effective date]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

| | | |
|---|--|---|
| Site/Project Name Neal Preserve | Application Number | Assessment Area Name or Number Mitigation |
| Impact or Mitigation Mitigation | Assessment conducted by: Wendy Coronis | Assessment date: 14-Jul-10 |

Scoring Guidance
 The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

| Optimal (10) | Moderate(7) | Minimal (4) | Not Present (0) |
|---|--|---|--|
| Condition is optimal and fully supports wetland/surface water functions | Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions | Minimal level of support of wetland/surface water functions | Condition is insufficient to provide wetland/surface water functions |

| | |
|---|---|
| .500(6)(a) Location and Landscape Support w/o pres or current with <input type="text" value="0"/> <input type="text" value="8"/> | Current: Uplands With Mitigation: Wetland creation from uplands will provide additional landscape support to the surrounding good quality uplands and wetlands. |
|---|---|

| | |
|---|---|
| .500(6)(b)Water Environment (n/a for uplands) w/o pres or current with <input type="text" value="0"/> <input type="text" value="8"/> | Current: Uplands With Mitigation: The wetland creation will be hydrologically connected with the adjacent mangrove swamp which receives tidal influences from Perico Bay. |
|---|---|

| | |
|---|--|
| .500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community w/o pres or current with <input type="text" value="0"/> <input type="text" value="8"/> | Current: Uplands With Mitigation: The site will be planted with red or black mangroves to create a mangrove swamp. |
|---|--|

| | |
|---|---|
| Score = sum of above scores/30 (if uplands, divide by 20) | |
| current or w/o pres <input type="text" value="0"/> | with <input type="text" value="0.80"/> |

| |
|----------------------------------|
| If preservation as mitigation, |
| Preservation adjustment factor = |
| Adjusted mitigation delta = |

| |
|-----------------------------|
| For impact assessment areas |
| FL = delta x acres = |

| |
|------------------------|
| Delta = [with-current] |
| 0.80 |

| |
|----------------------------|
| If mitigation |
| Time lag (t-factor) = 1.46 |
| Risk factor = 1.25 |

| |
|--------------------------------------|
| For mitigation assessment areas |
| RFG = delta/(t-factor x risk) = 0.44 |

Form 62-345.900(2), F.A.C. [effective date]

**Mitigation Determination Formulas
(See Section 62-345.600(3), F.A.C.)**

For each impact assessment area:

(FL) Functional Loss = Impact Delta X Impact acres

For each mitigation assessment area:

(RFG) Relative Functional Gain = Mitigation Delta (adjusted for preservation, if applicable)/((t-factor)(risk))

If the acreage of mitigation proposed is known:

(FG) Functional Gain = Relative Functional Gain X Mitigation acres

(a) Mitigation Bank Credit Determination

The total potential credits for a mitigation bank is the sum of the credits for each assessment area where assessment area credits equal the RFG times the acres of the assessment area scored

| Bank Assessment Areas | RFG | X | Acres | = | Credits |
|-----------------------|----------------------|---|----------------------|---|----------------------|
| example | | | | | |
| a.a.1 | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |
| a.a.2 | <input type="text"/> | | <input type="text"/> | | <input type="text"/> |
| total | | | | | <input type="text"/> |

(b) Mitigation needed to offset impacts, when using a mitigation bank

The number of mitigation bank credits needed, when the bank or regional offsite mitigation area is assessed in accordance with this rule, is equal to the summation of the calculated functional loss for each impact assessment area.

| Impact Assessment Area | FL | = | Credits needed |
|------------------------|----------------------|---|----------------------|
| example | | | |
| a.a.1 | <input type="text"/> | = | <input type="text"/> |

(c) Mitigation needed to offset impacts, when not using a bank

To determine the acres of mitigation needed to offset impacts when not using a bank or a regional offsite mitigation area as mitigation, divide functional loss (FL) by relative functional gain (RFG).

| | FL | / | RFG | = | Acres of Mitigation |
|---------|-----------------------------------|---|-----------------------------------|---|-----------------------------------|
| example | | | | | |
| a.a.1 | <input type="text" value="0.04"/> | | <input type="text" value="0.44"/> | | <input type="text" value="0.09"/> |

If there are multiple impact assessment areas and/or multiple mitigation assessment areas to offset those impacts, or if the proposed mitigation acreage is a given, then the summation of the appropriate functional gain (FG) must be equal to or greater than

| | FL | < | FG |
|------------------|----------------------|---|----------------------|
| example | | | |
| impact a.a.1 | <input type="text"/> | | |
| a.a.2 | <input type="text"/> | | |
| a.a.3 | <input type="text"/> | | |
| mitigation a.a.4 | | | <input type="text"/> |
| a.a.5 | | | <input type="text"/> |
| summation | <input type="text"/> | | <input type="text"/> |

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**Proposed Mitigation Plan for
Perico Preserve Restoration Project
(Mitigation Area NP-1)
November 2010**



APPENDIX 2

SOILS MAP

LEGEND



Perico Preserve Property Boundary



Neal Preserve Offsite Mitigation NP-1

NRCS Soils, Hydric (Y/N)



0, Water, Y



10, Canaveral Sand; Organic Substratum, N



20, Eaugallie Fine Sand, N



21, Estero Muck, Y

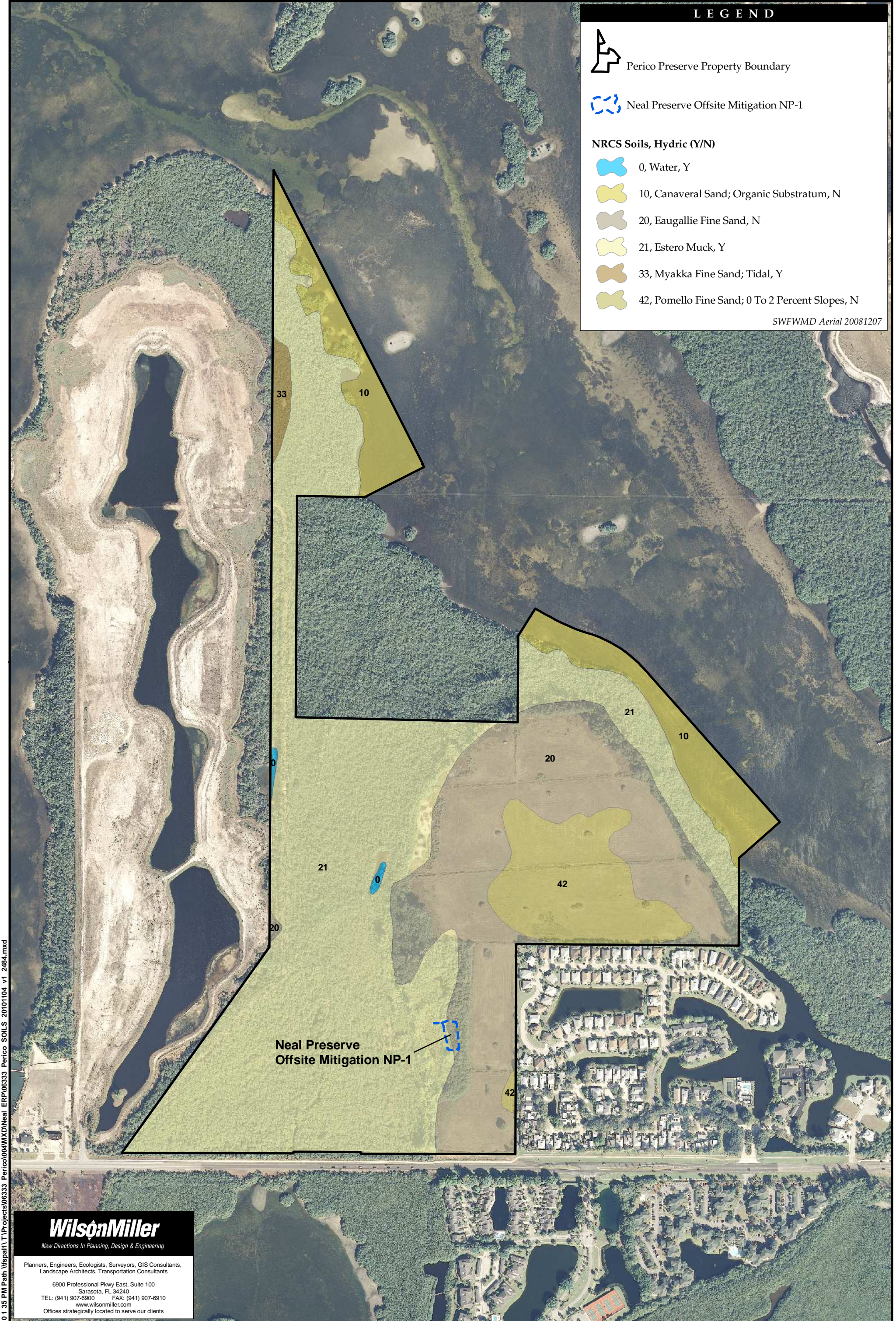


33, Myakka Fine Sand; Tidal, Y



42, Pomello Fine Sand; 0 To 2 Percent Slopes, N

SWFWMD Aerial 20081207



Neal Preserve
Offsite Mitigation NP-1

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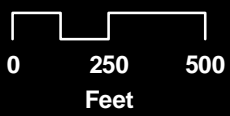
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PERICO PRESERVE SOILS MAP

NEAL PRESERVE OFFSITE MITIGATION NP-1

GENERAL NOTES

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**Proposed Mitigation Plan for
Perico Preserve Restoration Project
(Mitigation Area NP-1)
November 2010**



APPENDIX 3

TOPOGRAPHY AND HYDROLOGIC FEATURES MAP

LEGEND

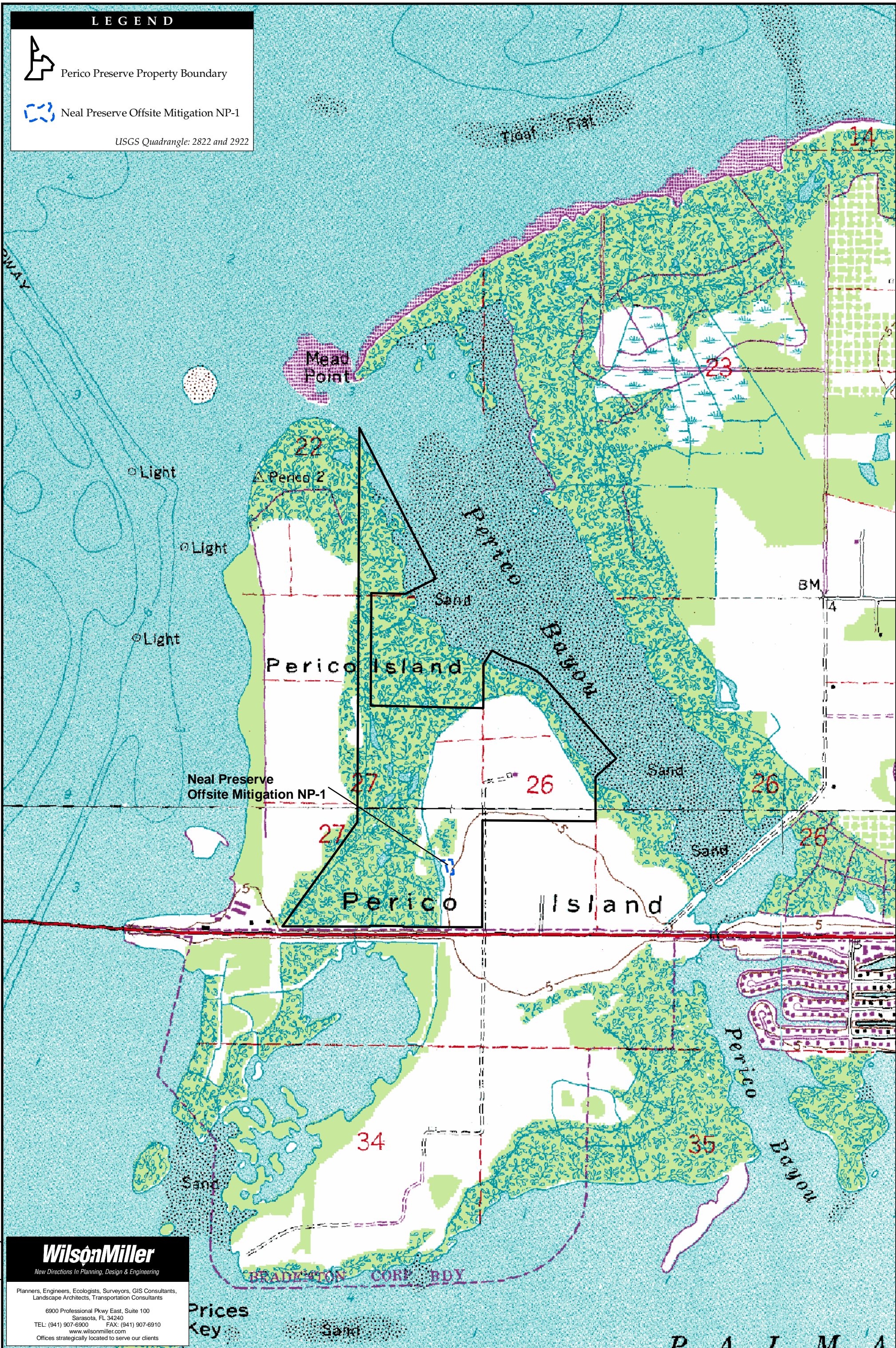


Perico Preserve Property Boundary



Neal Preserve Offsite Mitigation NP-1

USGS Quadrangle: 2822 and 2922



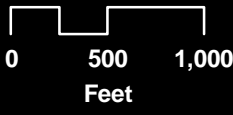
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**PERICO PRESERVE TOPOGRAPHY AND
HYDROLOGIC FEATURES MAP**
NEAL PRESERVE OFFSITE MITIGATION NP-1

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DATE: 11/04/2010

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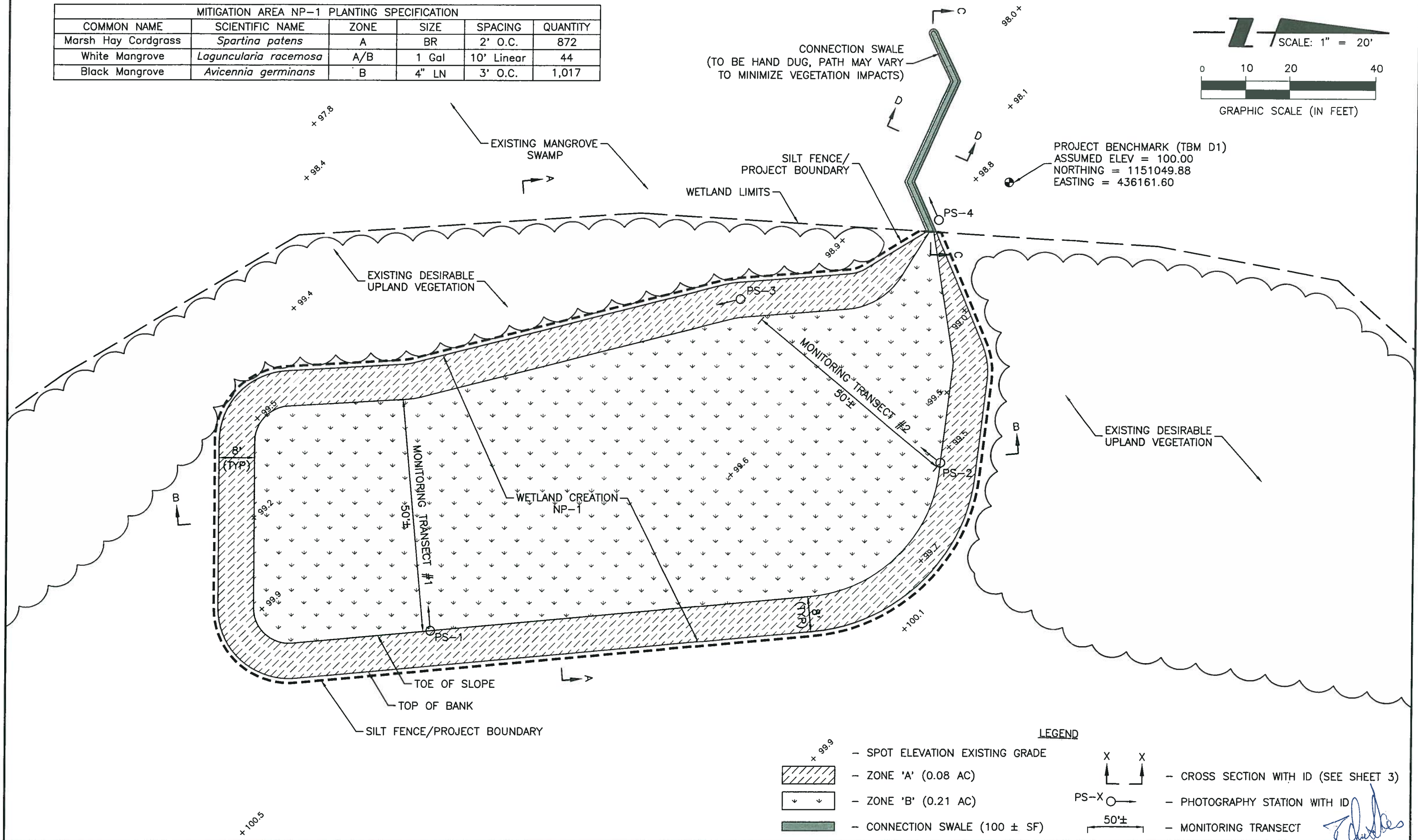
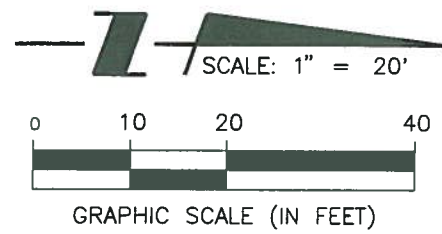
**Proposed Mitigation Plan for
Perico Preserve Restoration Project
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November 2010**



APPENDIX 4

NEAL PRESERVE OFFSITE MITIGATION AREA NP-1 CONSTRUCTION DRAWINGS

| MITIGATION AREA NP-1 PLANTING SPECIFICATION | | | | | |
|---|------------------------------|------|-------|------------|----------|
| COMMON NAME | SCIENTIFIC NAME | ZONE | SIZE | SPACING | QUANTITY |
| Marsh Hay Cordgrass | <i>Spartina patens</i> | A | BR | 2' O.C. | 872 |
| White Mangrove | <i>Laguncularia racemosa</i> | A/B | 1 Gal | 10' Linear | 44 |
| Black Mangrove | <i>Avicennia germinans</i> | B | 4" LN | 3' O.C. | 1,017 |

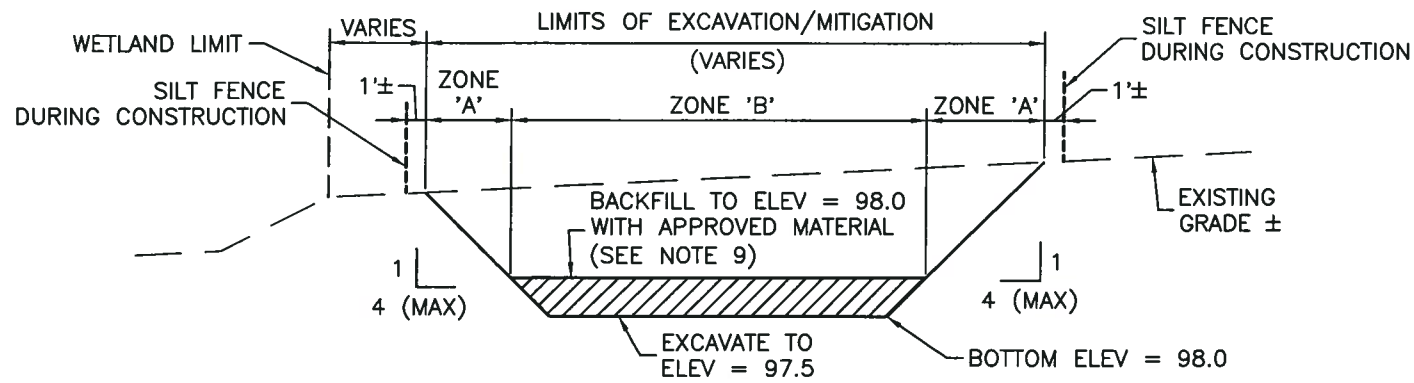


PROJECT BENCHMARK (TBM D1)
 ASSUMED ELEV = 100.00
 NORTHING = 1151049.88
 EASTING = 436161.60

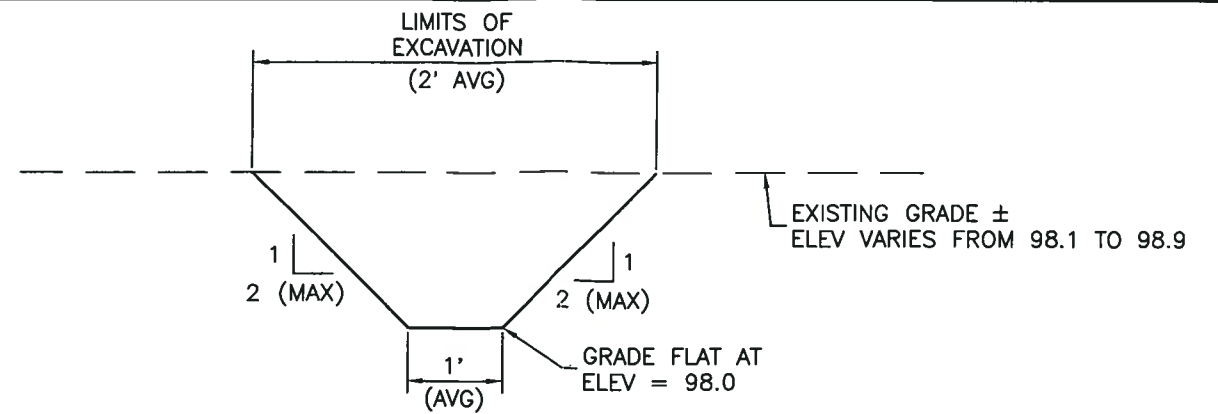
LEGEND

- SPOT ELEVATION EXISTING GRADE
- ZONE 'A' (0.08 AC)
- ZONE 'B' (0.21 AC)
- CONNECTION SWALE (100 ± SF)
- CROSS SECTION WITH ID (SEE SHEET 3)
- PHOTOGRAPHY STATION WITH ID
- MONITORING TRANSECT

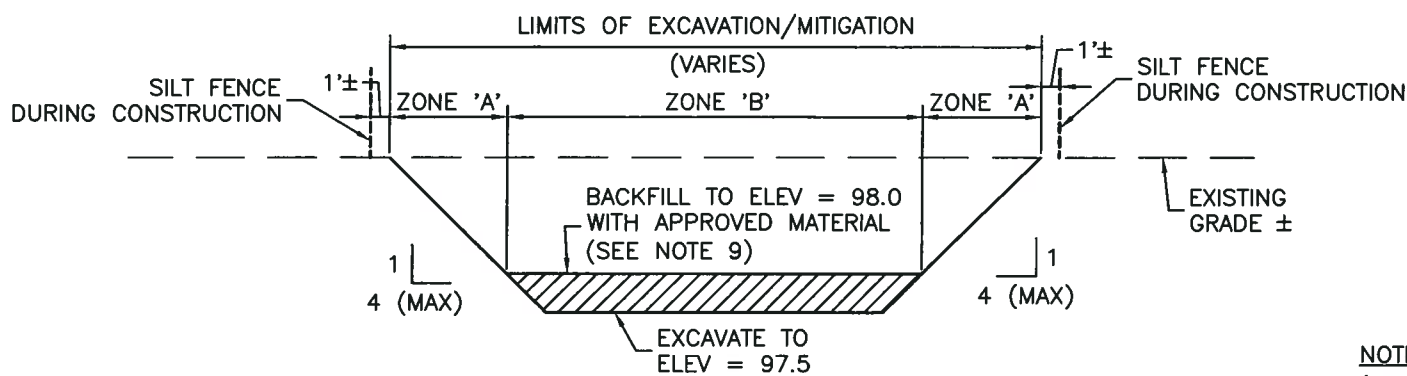
| | | | | | | | | | | | | | |
|--|--|--|--|---|--|--|--|---|--|---|--|--|--|
| ACTIVITY DESIGNED BY: DRAWN BY: CHECKED BY: CONTRACT ADMIN. BY: WM APPROVED BY: | | INITIALS/EMP. NO. DATE ATO/89520 11/03/10 | | WilsonMiller <small>Planners - Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants</small> WilsonMiller, Inc. | | CLIENT: BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA PROJECT: NEAL PRESERVE OFFSITE MITIGATION AREA NP-1 | | DATE: NOV. 2010 HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: N/A SHEET: 27 345 16E | | TITLE: SITE PLAN PROJECT NUMBER: 215500132 220 SHEET NUMBER: 2 of 3 | | INDEX NUMBER: B-6333-004-000 SHEET NUMBER: 2 of 3 | |
|--|--|--|--|---|--|--|--|---|--|---|--|--|--|



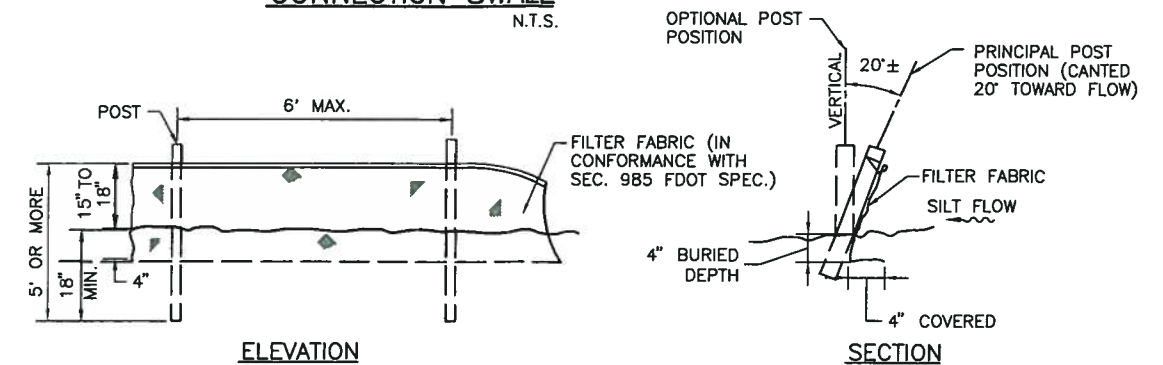
SECTION A-A
N.T.S.



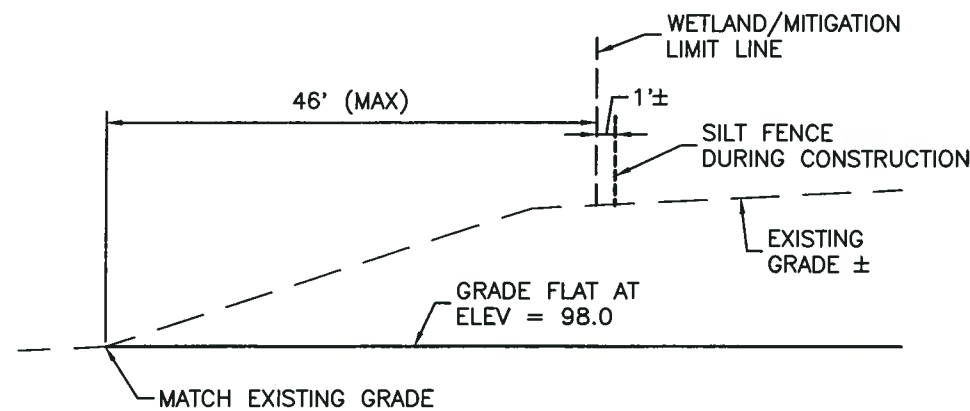
SECTION D-D
CONNECTION SWALE
N.T.S.



SECTION B-B
N.T.S.



TYPICAL SILT FENCE
N.T.S.



SECTION C-C
CONNECTION SWALE
N.T.S.

NOTES:

- PROJECT BENCHMARK (TBM D1) DESCRIPTION: NAIL IN NORTH FACE OF 12" PALM. ELEVATION = 100.00 (ASSUMED)
- ALL ELEVATIONS SHOWN ON THIS DRAWING SET ARE RELATIVE TO PROJECT BENCHMARK TBM D1.
- ALL CLEARING, GRUBBING AND EXCAVATED MATERIAL WILL BE REMOVED FROM PROJECT SITE AND DISPOSED OF PROPERLY.
- ANY DISTURBED UPLAND AREAS WILL BE SEEDED/MULCHED, HYDROSEEDED OR SODDED.
- THE CONNECTION SWALE WILL BE DUG BY HAND UNDER THE SUPERVISION OF A QUALIFIED ECOLOGIST TO AVOID UNNECESSARY DAMAGE TO MANGROVES AND LIMIT SOIL COMPACTION. THE PATH OF THE SWALE WILL BE 46 FEET OR LESS IN LENGTH AND WILL BE DETERMINED ON-SITE BY THE SUPERVISING ECOLOGIST WITH THE GOAL OF LIMITING DAMAGE TO MANGROVES TO THE GREATEST EXTENT POSSIBLE. EXCAVATED MATERIAL FROM CONNECTION SWALE IS TO BE REMOVED FROM THE PROJECT AREA.
- ALL PLANT MATERIAL TO BE INSTALLED SHALL BE IN HEALTHY, IN GOOD CONDITION, FREE FROM DISEASE AND APPROVED BY A QUALIFIED ECOLOGIST PRIOR TO INSTALLATION. ANY ALTERATIONS TO THE PLANTING SPECIFICATIONS MUST BE APPROVED IN WRITING BY SWFWMD STAFF.
- EXISTING DESIRABLE VEGETATION LOCATED ADJACENT TO THE PROJECT AREA IS TO REMAIN UNDISTURBED DURING THE CONSTRUCTION PROCESS. AREAS TO REMAIN UNDISTURBED ARE IDENTIFIED ON SHEET 2 AS EXISTING MANGROVE SWAMP AND EXISTING DESIRABLE UPLAND VEGETATION. AREAS TO REMAIN UNDISTURBED WILL BE FLAGGED BY PROJECT ECOLOGIST AND FULLY UNDERSTOOD BY THE CONTRACTOR BEFORE STARTS.
- SILT FENCE WILL BE INSTALLED AROUND THE ENTIRE PROJECT AREA WITH THE EXCEPTION OF THE CONNECTION SWALE. SILT FENCE WILL BE INSTALLED ACROSS THE FACE OF THE CONNECTION SWALE INTERFACE WITH THE MITIGATION AREA.
- ZONE 'B' SHALL BE EXCAVATED TO ELEVATION 97.5 AND BACKFILLED TO ELEVATION 98.0 WITH TOP SOIL MATERIAL AS APPROVED BY PROJECT ECOLOGIST.
- POST GRADING SOIL CONDITIONS SHALL BE APPROPRIATE FOR PLANTING WITH LIMITED COMPACTION AS DETERMINED BY PROJECT ECOLOGIST.
- IF HUMAN REMAINS OR ARCHEOLOGICAL ARTIFACTS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND PROMPTLY NOTIFY THE PROJECT MANAGER.

| | | | | | | | | |
|---------------------|------------------|----------|----------|--|-------------------|------------|---------------------------|----------------------------|
| DESIGNED BY: | INTIALS/EMP. NO. | DATE | CLIENT: | BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA | DATE: | NOV. 2010 | TITLE: | CROSS SECTIONS AND DETAILS |
| DRAWN BY: | ATO/89520 | 11/03/10 | PROJECT: | NEAL PRESERVE OFFSITE MITIGATION AREA NP-1 | HORIZONTAL SCALE: | AS SHOWN | INDEX NUMBER: | B-6333-004-000 |
| CHECKED BY: | | | | | VERTICAL SCALE: | AS SHOWN | CROSS REFERENCE FILE NO.: | 215500132 220 |
| CONTRACT ADMIN. BY: | | | | | SEC. 1709 - REG. | 27 34S 16E | PROJECT NUMBER: | 215500132 220 |
| WM APPROVED BY: | | | | | | | SHEET NUMBER: | 3 of 3 |

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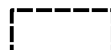






**Proposed Mitigation Plan for
Perico Preserve Restoration Project
(Mitigation Area NP-1)
November 2010**


















**APPENDIX 5
HABITAT MAP**

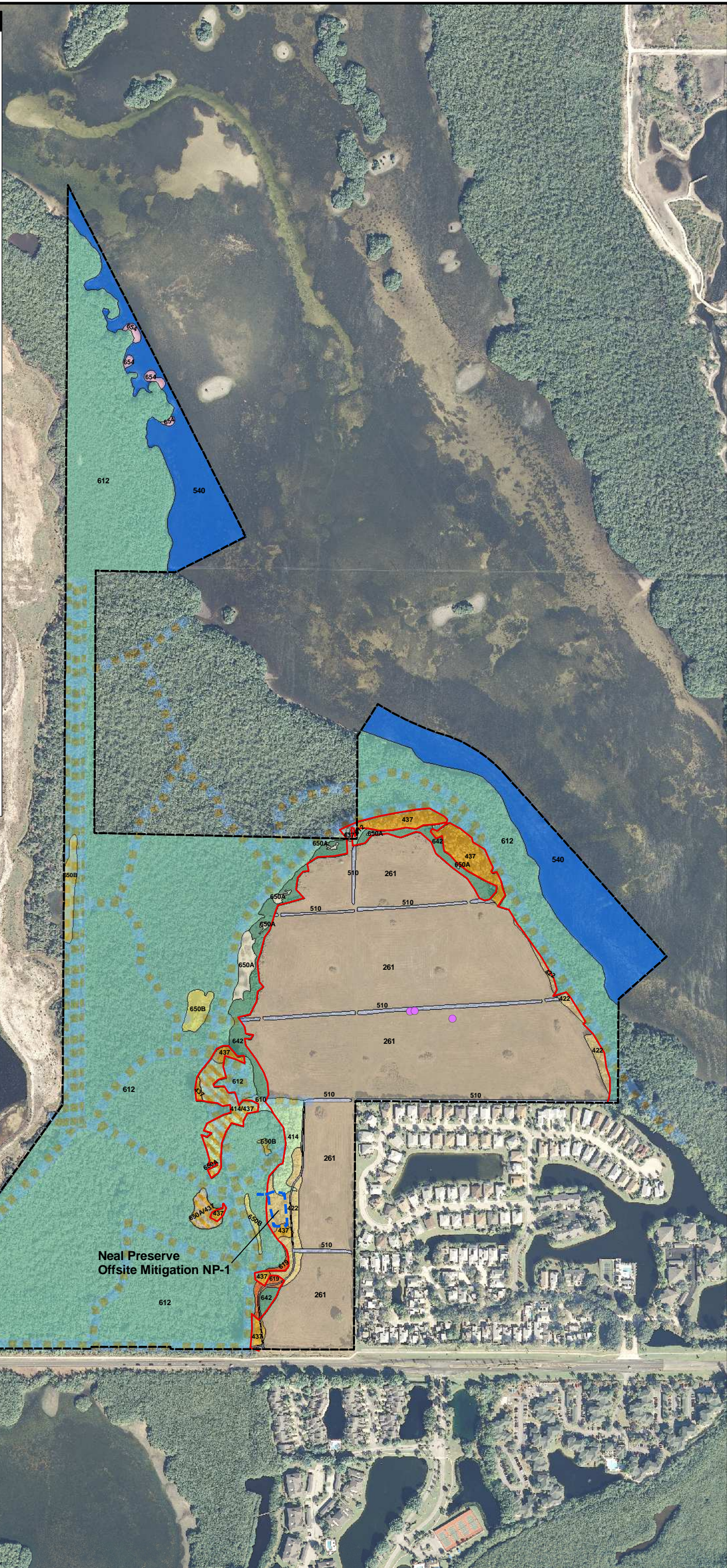
LEGEND

-  Perico Preserve Property Boundary
-  Preliminary Wetland Line
-  Ditch/Spoil (Aerial Interpreted)
-  Gopher Tortoise Burrow
-  Neal Preserve Offsite Mitigation NP-1

FLUCCS, Acres±

-  261, Fallow Crop Land, 47.5 ac
-  414, Pine - Mesic Oak, 1.1 ac
-  414/437, Pine - Mesic Oak/Australian Pine, 1.4 ac
-  422, Brazilian Pepper, 1.9 ac
-  437, Australian Pine, 2.6 ac
-  510, Streams and Waterways, 1.9 ac
-  540, Bays and Estuaries, 14.9 ac
-  610, Wetland Hardwood Forests, 0.1 ac
-  612, Mangrove Swamps, 98.5 ac
-  619, Exotic Wetland Hardwoods, 0.3 ac
-  642, Saltwater Marshes, 3.0 ac
-  650A, Non-Vegetated Wetlands (Salt Barrens), 0.7 ac
-  650A/437, Non-Vegetated Wetlands (Salt Barrens)/Australian Pine, 0.4 ac
-  650B, Non-Vegetated Wetlands (Mangrove Ponds), 1.3 ac
-  654, Oyster Bars, 0.3 ac

Aerial Flown: 12/2008 - 01/2009



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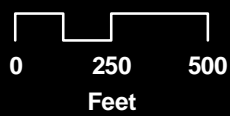
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PERICO PRESERVE HABITAT MAP

NEAL PRESERVE OFFSITE MITIGATION NP-1

GENERAL NOTES

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DATE: 11/04/2010

PIN: 215500132/220

REVISIONS

| NO. | DATE | DESCRIPTION |
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